

Town and County of Nantucket
Board of Selectmen • County Commissioners

Robert R. DeCosta, Chairman
Rick Atherton
Matt Fee
Tobias Glidden
Dawn E. Hill Holdgate



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C. Elizabeth Gibson
Town & County Manager

*AGENDA FOR THE MEETING OF THE
BOARD OF SELECTMEN
AUGUST 19, 2015 - 6:00 PM
PUBLIC SAFETY FACILITY COMMUNITY ROOM
4 FAIRGROUNDS ROAD
NANTUCKET, MASSACHUSETTS*

- I. CALL TO ORDER*
- II. BOARD ACCEPTANCE OF AGENDA*
- III. ANNOUNCEMENTS*
- IV. PUBLIC COMMENT**
- V. NEW BUSINESS**
- VI. APPROVAL OF MINUTES, WARRANTS AND PENDING CONTRACTS*
 1. Approval of Payroll Warrants for Weeks Ending August 9, 2015; August 16, 2015.
 2. Approval of Treasury Warrants for August 12, 2015; August 19, 2015.
 3. Approval of Pending Contracts for August 19, 2015 - as Set Forth on the Spreadsheet Identified as Exhibit 1, Which Exhibit is Incorporated Herein by Reference.
- VII. CONSENT ITEMS*
 1. Town Clerk: Request for Reappointment of Town Constables.
 2. Request for Approval of Change of Manager of Annual All-Alcoholic Beverages Restaurant License for Sea Dog Nantucket, LLC d/b/a Nixs Brew Pub from James Agnew, Manager to Karl Alterman, Manager, for Premises Located at 15 South Water Street.
 3. Planning Office: Request for Execution of Purchase and Sale Agreement, Quitclaim Deed and Settlement Statement for Town-owned Yard Sale Parcels Known as Parcels 2 and 3, Cotton Street as Shown on Plan of Land Entitled "Disposition Plan of Land in Nantucket, MA Prepared for Donald W. Mirro," Dated June 2, 2014, Prepared by Blackwell & Associates, Inc. and Recorded with

Nantucket County Registry of Deeds as Plan No. 2014-54; and Parcels 4 and 5, MacLean Street and Parcel 6, Copeland Street as Shown on Plan of Land Entitled "Taking and Disposition Plan of Land in Nantucket, MA Prepared for Nantucket 106 Surfside Realty Trust," Dated June 2, 2014, Prepared by Blackwell & Associates, Inc. and Recorded with Nantucket County Registry of Deeds as Plan No. 2014-52, Pursuant to Votes on Article 99 of 2011 Annual Town Meeting and Article 84 of 2012 Annual Town Meeting.

VIII. CITIZEN/DEPARTMENTAL REQUESTS

1. Water Street Investors, LLC: Request for Approval of License Agreement to Allow for Encroachment of Exterior Sign at 21 South Water Street over Town-owned Property (Sidewalk).
2. Annabelle Hoper LLC: Request for Waiver of Town Noise Bylaw from 10:00 PM to 11:00 PM for "Annabelle Hooper and the Ghosts of Nantucket" Movie Shoot on September 11-14; 16; 18-19, 2015 at Various Locations.

IX. PUBLIC HEARINGS

1. Public Hearing to Consider the Taking of Various Paper Streets and Parcels of Land for General Municipal Services and/or Public Access or Open Space, Pursuant to MGL Chapter 79 and Town Meeting Votes as Listed:
 - a) Portion of Harriet Street between Nobadeer Avenue, Weweeder Avenue, Parcels D, E, G, and H, Shown on Plan 2015-35 and Filed with Nantucket Registry of Deeds (Continued from July 22, 2015; Request for Continuance to September 23, 2015);
 - b) 42 Nobadeer Avenue, Map 88 Parcel 5, Shown on Plan 2015-35 and Filed with Nantucket Registry of Deeds (Continued from July 22, 2015; Request for Continuance to September 23, 2015).
2. Public Hearing to Consider Joint Petition for National Grid and Verizon Plan VZ N.E. Inc. # 2015-16 to Relocate Pole 37/6 Approximately 6' Northerly on Union Street to Accommodate New Driveway (Continued from July 22, 2015).
3. Public Hearing to Consider Petition for National Grid/Nantucket Electric Company Plan # 18189091 to Install 50 Feet of (2) 3" Conduits under Pavement across Ticcoma Way from Existing Transformer T9, Install 210 Feet of (2) 3" Conduits in the Grass along Sidewalk and Install 2 Hand Holes # 9-1 and # 9-2 on Public Way to Feed New Customers at 16, 18 and 20 Ticcoma Way.
4. Public Hearing to Consider Petition for National Grid/Nantucket Electric Company Plan # 18278907 to Install 230 Feet of (2) 3" Conduits Along Dirt Side of Mill Hill Lane from Existing Transformer and Install Heavy Duty Hand Hole at Corner of Mill Hill Lane and Old Farm Road to Feed Woodland Hill Subdivision.
5. Public Hearing to Consider Petition for National Grid/Nantucket Electric Company Plan # 19045279 to Install Hand Hole # 316-1 on Side of Grand Avenue and (1) 3" Conduit from Manhole 316 Grand Avenue 23 Feet West across Grand Avenue then 84 Feet South Along Side of Grand Avenue to Hand Hole # 316-1.

6. Public Hearing to Consider Application to Modify Existing Entertainment License for Surfside Smokehouse LLC d/b/a B-ACK Yard BBQ, Denise Corson, Manager, for Premises Located at 20 Straight Wharf.

X. TOWN MANAGER'S REPORT

1. FY 2015 End of Year Budget Reports: General Fund; Sewer Enterprise Fund; Solid Waste Enterprise Fund; Our Island Home Enterprise Fund; Airport Enterprise Fund; Wannacomet Water Company Enterprise Fund; Siasconset Water Enterprise Fund.
2. 2 Fairgrounds Road Housing Update.
3. Monthly Town Management Activities Update.

XI. SELECTMEN'S REPORTS/COMMENT

1. Update Regarding Conservation Commission/Siasconset Beach Preservation Fund Litigation.
2. Hearings Regarding Sanctions Against the following Establishments Resulting from Liquor License Violations, Pursuant to Town of Nantucket Rules and Regulations Governing Alcoholic Beverages Section XV, "Sanctions for Violations of the Regulations":
 - a) Arno's;
 - b) Atlas Restaurant;
 - c) Café V Sushi;
 - d) Cowboy's Market;
 - e) Figs/29 Fair;
 - f) Meursault Wine Bar;
 - g) Miacomet Golf Club;
 - h) Old South Liquors;
 - i) Westmoor Club.
3. Police Department: Report on Second Round of Liquor License Compliance Checks (Underage Drinking); Set Hearing Date.
4. Review of "One Big Beach" Easement Language.
5. Committee Reports.

XII. ADJOURNMENT

** Identified on Agenda Protocol Sheet.*

Board of Selectmen Agenda Protocol:

- ***Roberts Rules:*** *The Board of Selectmen follows Roberts Rules of Order to govern its meetings as per the Town Code and Charter.*
- ***Public Comment:*** *For bringing matters of public interest to the attention of the Board. The Board welcomes concise statements on matters that are within the purview of the Board of Selectmen. At the Board's discretion, matters raised under Public Comment may be directed to Town Administration or may be placed on a future agenda, allowing all viewpoints to be represented before the Board takes action. Except in emergencies, the Board will not normally take any other action on Public Comment. Any personal remarks or interrogation or any matter that appears on the regular agenda are not appropriate for Public Comment.*

Public Comment is not to be used to present charges or complaints against any specifically named individual, public or private; instead, all such charges or complaints should be presented in writing to the Town Manager who can then give notice and an opportunity to be heard to the named individual as per MGL Ch. 39, s 23B.

- ***New Business:*** *For topics not reasonably anticipated 48 hours in advance of the meeting.*
- ***Public Participation:*** *The Board welcomes valuable input from the public at appropriate times during the meeting with recognition by the Chair. For appropriate agenda items, the Chair will introduce the item and take public input. Individual Selectmen may have questions on the clarity of information presented. The Board will hear any staff input and then deliberate on a course of action.*
- ***Selectmen Report and Comment:*** *Individual Selectmen may have matters to bring to the attention of the Board. If the matter contemplates action by the Board, Selectmen will consult with the Chair and/or Town Manager in advance and provide any needed information by the Thursday before the meeting. Otherwise, except in emergencies, the Board will not normally take action on Selectmen Comment.*

EXHIBIT 1
AGREEMENTS TO BE EXECUTED BY TOWN MANAGER
UNLESS RESOLUTION OF DISAPPROVAL BY BOARD OF SELECTMEN
August 19, 2015

Type of Agreement/Description	Department	With	Amount	Other Information	Source of Funding
Grant Award/Assurance	Airport	MassDOT	(\$105,750)	Reconstruction of portion of North Apron	MassDOT
Supply Agreement	Our Island Home	Pacific Link d/b/a Rosenthal & Rosenthal, Inc.	\$15,000 for three years	Supply of linens for OIH residents	OIH operating budget
Professional Service Agreement	DPW	Hazen & Sawyer	\$485,047	Design and engineering services for the renovation and upgrade of the Sea St Pump Station through construction	Art. 12/2014 ATM
Amendment to Purchase Agreement	DPW	Carolina Software	Adds \$750 to existing \$12,805 three year contract	Amends landfill software billing service to include online bill pay feature	DPW Budget
Service Agreement	DPW	T&T Roofing	\$48,600 for three years as needed	On call roof repairs for Town buildings	Art. 10/2014 ATM - Public Buildings Repair and Maintenance
Service Agreement	DPW	Kobo Utility Construction Corp.	Not to exceed \$100,000 over three years	General construction and excavation services on as needed basis	DPW Budget - repair and maintenance/road construction
Service Agreement	DPW	Toscana Corp.	Not to exceed \$100,000 over three years	General construction and excavation services on as needed basis	DPW Budget - repair and maintenance/road construction
Professional Service Agreement	Marine Department/ Police Dept	CLE Engineering	\$153,600	Engineering services for Easy Street Bulkhead	Art. 25/2015 ATM with Grant Funding
Purchase Agreement	Finance	Strategic Insights, Inc.	\$14,000 over three years	Capital Planning software, support and training	Finance Professional Services
Professional Service Agreement	Fire Department	Vertex	Not to exceed \$458,860	Owners Project Manager services for new Fire Station project	Art. 11/2015 ATM



Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Stephanie Pollack, Secretary & CEO
Christopher J. Willenborg, Administrator



August 3, 2015

Daniel Drake, Chairman
Nantucket Airport Commission
Nantucket Memorial Airport
14 Airport Rd
Nantucket, MA 02554

Re: MassDOT Aeronautics Division Grant Award Notification
Nantucket Memorial Airport

Dear Mr. Drake,

The Massachusetts Department of Transportation (MassDOT), Aeronautics Division is pleased to inform you that a state grant has been awarded to your airport for the following project:

Airport:	<i>Nantucket Memorial Airport</i>
Date of Award:	<i>7/31/2015</i>
Project Name:	<i>Reconstruct a Portion of the Commercial North Ramp (Approximately 430 ft. X 300 ft.)</i>
Project Number:	<i>3-25-0033-61-2015</i>
Grant Number:	<i>ACKNORMP</i>
Grant Amount:	<i>\$105,750.00</i>
Grant Expiration Date:	<i>6/30/2016</i>

Two standard contracts and airport grant assurances are enclosed. Sign and return the following as soon as possible to MassDOT:

1. Two (2) signed standard contract forms; and
2. One (1) signed airport grant assurances. Keep the other grant assurance for your files.

If you have any questions concerning this matter, please call me at (617) 412-3678.

Sincerely,

Thomas F. Mahoney, PE
Director of Airport Engineering

cc: Airport Manager
file



Logan Office Center, One Harborside Drive, Suite 205N
East Boston, MA 02128
Tel: 617-412-3680, TTY: 857-368-0655
www.mass.gov/massdot



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GRANT ASSURANCES

Nantucket Memorial Airport

Reconstruct a Portion of the Commercial North Ramp (Approximately 430 ft. X 300 ft.)
AIP Project No. #3-25-0033-61-2015
State Grant No. #ACKNORMP

A. Definitions.

1. "Aeronautics Division" shall mean the Massachusetts Department of Transportation (MassDOT) Aeronautics Division.
2. "Airport" shall mean the Nantucket Memorial Airport and all appurtenant areas and facilities which are used, or intended for use, for airport buildings, airport facilities, or rights-of-way, together with all buildings and facilities located thereon.
3. "Airport Commission" shall mean the Nantucket Airport Commission with members appointed by the Board of Selectmen, as appropriate pursuant to Section 51 E of Chapter 90 of the General Laws.
4. "Town" shall mean the Town of Nantucket.
5. "FAA" shall mean the Federal Aviation Administration.
6. "Grant" shall mean the Grant Agreements dated 7/31/2015 as amended by these Grant Assurances by and between the Aeronautics Division, the Airport Commission and the Town of Nantucket.
7. "Grant Assurances" shall mean the assurances and certifications contained herein and made by the Airport Commission for the purpose of securing the Aeronautics Division's approval and award of the Grant.
8. "Program" shall mean the investigation and analysis, engineering, consulting, planning, design and construction of the subject project.
9. "Project" shall mean Reconstruct a Portion of the Commercial North Ramp (Approximately 430 ft. X 300 ft.) and related work included as additional efforts in the Program at the sole discretion of the Aeronautics Division.
10. The project will be conducted upon Airport property as well as outside the Airport boundaries with funding from the FAA, the Airport Commission and the Aeronautics Division.

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East Boston, MA 02128
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B. General.

1. These Grant Assurances shall be complied with in the performance of the obligations imposed upon the Airport Commission, the Town and its respective successors pursuant to the Grant.
2. Upon acceptance of the Grant by the Airport Commission and the execution of the Grant by the Airport Commission, the Town and the Aeronautics Division, these Grant Assurances shall be incorporated in and become a part of the Grant without further reference.

C. Duration.

1. The terms and conditions of these Grant Assurances shall take full force and effect on the date the Grant is executed by the Aeronautics Division and shall remain in full force and effect for twenty (20) years from the date of the receipt of funds for this Project by the Airport Commission or from the Aeronautics Division, whichever occurs later.

D. Certifications by the Airport Commission

1. The Airport Commission hereby assures and certifies that it will comply with:
 - a. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the acceptance, application, and use of federal and state funds for this Project; and
 - b. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the custody, care, management and operation of the Airport.
2. The Airport Commission hereby assures and certifies that:
 - a. oversight of the Airport is exclusively held by the Airport Commission and that the Airport Commission has sole custody and control of the Airport pursuant to Chapter 90, Section 51 E of the General Laws;
 - b. the state funds from previous grants from the Aeronautics Division, and the physical assets they produced, were sought by the Airport Commission on the basis that they would ensure the continued fiscal and operational stability of the Airport;
 - c. the state funds from this Grant, and the physical assets they will produce, are sought by the Airport Commission on the basis that they will ensure the continued fiscal and operational stability of the Airport;
 - d. the Airport Commission has the legal authority to apply for, accept, and be bound by this Grant and the understandings and assurances contained therein;
 - e. the Airport Commission has the legal authority to oversee the performance of all of the obligations imposed upon the Airport Commission and the Town by this Grant;

- f. the Airport Commission, with the acceptance of this Grant, has sufficient state and local funds to finance and carry out this Project;
- g. the Airport Commission shall submit within thirty (30) days of the date the Aeronautics Division executes this Grant a finance plan with details as to the total cost to design and construct the subject project and the sources and amounts of funds the Airport Commission has available to it to pay those costs;
- h. the Airport Commission shall not take any action which would deprive the Airport Commission of, or otherwise diminish, any of the rights, privileges, responsibilities or powers of the Airport Commission as are necessary to exercise the custody, care and management of the Airport or to perform the terms, conditions, and assurances in this Grant, previous grants and future grants from the Aeronautics Division without the prior written approval of the Aeronautics Division. The Airport Commission will act promptly to acquire, extinguish or modify any outstanding rights or claims of rights of others which would interfere with such performance by the Airport Commission;
- i. the Airport Commission shall not sell, encumber, other than leasing, or otherwise transfer or dispose of the title to or interests in the physical assets and real property located at the Airport without the prior approval of the Aeronautics Division, which shall not be unduly withheld;
- j. the Airport Commission shall not eliminate all or any portion of the physical assets and real property previously purchased through a MAC grant, located at the Airport without the prior approval of the Aeronautics Division, which shall not be unduly withheld; and
- k. the Airport Commission has authorized the Chairman of the Airport Commission to execute the Grants and the Grant Assurances on behalf of the Airport Commission and has attached hereto a copy of the Airport Commission meeting minutes, certified by the Secretary of the Airport Commission to be a true copy of said minutes, documenting such authorization.

E. Certification of the of Nantucket.

- 1. Notwithstanding any powers that may be granted to the Board of Selectmen of Nantucket the Town agrees not to attempt to reorganize the Airport Commission, or in any way to interfere with the autonomy and authority of the Airport Commission as created under Chapter 90, Section 51E of the General Laws, without the express approval of the Aeronautics Division.
- 2. The Town assures and certifies that it will take no actions that would interfere with the Airport Commission's ability to comply with:
 - a. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the acceptance, application, and use of federal and state funds for this Project; and

- b. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the custody, care, management and operation of the Airport.
3. The Town hereby assures, certifies and acknowledges that:
- a. notwithstanding any powers, authority of responsibility that may be granted to the Town, it agrees not to interfere unlawfully with the powers, authority and responsibilities granted to the Airport Commission by Chapter 90, Section 51 E of the General Laws; provided, however, that this provision shall not preclude the establishment of a management agreement or agreements between the Airport Commission and the Town to contract for services, resources and skills of the Town offices or any department of the Town; provided further that each such agreement shall not take effect until approved by the Aeronautics Division in writing;
 - b. the state funds from the Grant, and the physical assets they will produce, are sought by the Airport Commission on the basis that they will ensure the continued fiscal and operational stability of the Airport;
 - c. The Airport Commission has the legal authority to apply for and accept this Grant and the understandings and assurances contained therein;
 - d. The Airport Commission has the legal authority to oversee the performance of all the obligations imposed upon the Airport Commission and the Town by this Grant; and
 - e. the Airport Commission, with the acceptance of this Grant, has sufficient state and local funds to finance and carry out this Project.
4. The Town hereby assures and certifies that:
- a. the Town shall not take or permit any action which would dissolve the Airport Commission or deprive the Airport Commission of any of the rights, privileges, responsibilities or powers of the Airport Commission as are necessary for it to exercise the custody, care and management of the Airport or to perform any or all of the terms, conditions, and assurances in the Grant, previous grants and future grants from the Aeronautics Division without the prior written approval of the Aeronautics Division, and the Town will act promptly to acquire, extinguish or modify any outstanding rights or claims of rights of others which would interfere with such performance by the Airport Commission;
 - b. the Town shall not take any actions which would have the effect of modifying or terminating any of the obligations and responsibilities imposed upon and accepted by the Airport Commission pursuant to this Grant without the prior written approval of the Aeronautics Division; and

- c. the Town shall not take any action which would have the effect of altering, modifying, expanding, or eliminating all or any portion of the physical assets and real property located at the Airport without the prior written approval of the Aeronautics Division.
 - 5. The Board of Selectmen hereby assures and certifies that it has authorized their Chairman to execute these Grant Assurances on behalf of the Town and has attached hereto a copy of the meeting minutes, certified by the Secretary to be a true copy of said minutes, documenting such authorization.
- F. Accounting System, Audit and Record Keeping Requirements.
- 1. The Airport Commission hereby covenants and agrees to:
 - a. deposit all funds received for this Project into an Airport Commission segregated account and to disburse said funds solely for the purposes for which they were paid;
 - b. keep all Project accounts and records which fully disclose: i) the total cost of the Project. ii) the amount and disposition by the Airport Commission of the proceeds of all grants and other funds received by the Airport Commission for this Project. iii) the amount and nature of the funds supplied by each source for this Project. and, iv) such other financial records as are pertinent to the Project;
 - c. keep all Project accounts and records in accordance with an accounting system that will facilitate an effective financial audit of the Project; and
 - d. upon request, make available to the Aeronautics Division or its designated representative for the purpose of audit and examination, any books, documents, papers, and records of the Airport Commission or Town that is pertinent to the Project.
- H. Conformity to Plans, Specifications and Aeronautics Division Approvals.
- 1. The Airport Commission shall execute the Project subject to the plans, specifications, budgets and schedules reviewed and approved by the Aeronautics Division and such other guidance as the Aeronautics Division deems appropriate. All modifications to the approved plans, specifications, budgets and schedules shall also be subject to the review and approval of the Aeronautics Division.
 - 2. The Airport Commission shall provide and maintain competent technical and administrative supervision throughout the duration of the Project to ensure the Project is completed in accordance with the terms of the Grant, these Assurances, the approved plans, specifications, budgets and schedules.

I. **Airport Operation and Maintenance.**

1. The Airport Commission shall operate the Airport for:
 - a. the aeronautical benefit of the public using the Airport;
 - b. the uses intended by the Aeronautics Division in the approval of the Airport Certificate;
 - c. the uses intended by the Aeronautics Division and Federal Aviation Administration in the award of their respective funding grants; and
 - d. such non-aeronautical uses as are explicitly approved in writing by the FAA and the Aeronautics Division.
2. The Airport Commission shall suitably operate and maintain the Airport and all facilities located thereon or connected therewith with due regard to climatic and flood conditions. The Airport and all facilities which are necessary to serve the aeronautical users of the Airport, other than facilities owned and controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by federal or state agencies for airport maintenance and operation.
3. Except as provided for in Section I (5) below, the Airport Commission shall not cease to operate, abandon, or dispose of the Airport, or any part thereof, without the prior written consent of the Aeronautics Division.
4. The Airport Commission or the Board of Selectmen of the Town shall not close the Airport or restrict the use of the Airport or any of the facilities located thereon or connected therewith without the prior written permission of the Aeronautics Division.
5. The Airport Commission, the Airport Manager or, in the absence of the Airport Manager, the Assistant Airport Manager, may suspend the operation of the Airport for aeronautical use only during temporary periods when a climatic condition or other condition identified as a reason for suspension of airport operations in applicable federal or state aeronautical laws, rules, regulations, advisories, or orders, interferes with the safe operation and maintenance of the Airport. The Airport Commission, the Airport Manager or, in the absence of the Airport Manager, the Assistant Airport Manager, shall comply with all applicable federal or state aeronautical laws, rules, regulations, advisories, or orders governing said suspension of operations.
6. The obligation to operate the Airport as prescribed above shall run for twenty (20) years from the date of the receipt of funds for this Project by the Airport Commission from the Aeronautics Division or the Federal Aviation Administration, whichever occurs later.

J. Compatible Land Use.

1. The Airport Commission and the Town shall take appropriate action to the extent reasonable, to restrict the use of land adjacent to or in the immediate vicinity of the Airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

K. Economic Nondiscrimination.

1. The Airport Commission and the Board of Selectmen of the Town shall make the Airport available as an airport for public use on fair and reasonable terms and without unjust discrimination, to all types, kinds and classes of aeronautical use.
2. Every agreement, contract, lease or other arrangement under which a right or a privilege is granted to any person, firm, or corporation to conduct or engage in any activity at the Airport, shall require such person, firm, or corporation to conduct or engage in their respective activity(ies) in a fair, reasonable and not unjustly discriminatory manner.
3. Each person, firm, or corporation operating at the Airport shall be subject to the same rates, fees, rentals and other charges as are uniformly applicable to all other persons, firms, or corporations making the same or similar uses of the Airport and utilizing the same or similar facilities.
4. The Airport Commission and Board of Selectmen of the Town shall not exercise or grant any exclusive right or privilege which operates to prevent any person, firm or corporation from providing the same or similar service at the Airport.
5. Subject to the prior written approval of the Aeronautics Division, the Airport Commission may prohibit or limit any given type, kind or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation needs of the public.
6. The Airport Commission shall establish such fair, equal and not unjustly discriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport.

L. Airport Revenues.

1. The Airport Commission shall maintain a fee and rental structure for all Airport property, facilities and services. Said fee and rental structure shall be constructed so as to make the Airport as self-sustaining as possible under the circumstances existing at the Airport. A copy of said fee and rental structure and any future amendments thereto shall be provided to the Aeronautics Division, upon request.

2. All revenues generated at the Airport and payable to the Airport Commission plus any local taxes on aircraft fuel established after December 30, 1987, shall be deposited in an Airport Commission segregated account and expended by the Airport Commission for the capital or operating costs of the Airport.

M. Reports and Inspections.

1. The Airport Commission shall, upon reasonable request:
 - a. submit to the Aeronautics Division such annual or special financial and operations reports to the Aeronautics Division;
 - b. make available to the public at reasonable times and places a report of the airport budget in a format satisfactory to the Aeronautics Division;
 - c. make all Airport and Airport Commission records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Aeronautics Division; and
 - d. in a format prescribed by the Aeronautics Division, provide to the Aeronautics Division and make available to the public, not later than one hundred and twenty (120) days following each of its fiscal years, an annual report listing in detail:
 - i. all amounts paid by the Airport to any other unit of government and the purposes for which each such payment was made; and
 - ii. all service and property provided by the Airport to other units of government and the amount of compensation received for providing each such service and property.

N. Airport Layout Plan.

1. The Airport Commission shall maintain an up to date Airport Layout Plan (ALP) of the Airport which shall show:
 - a. the boundaries of the Airport and all proposed additions thereto or deletions therefrom, together with the boundaries of all offsite areas owned or controlled by the Airport Commission for Airport purposes and any proposed additions thereto or deletions therefrom;
 - b. the location and nature of all existing and proposed Airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, other buildings and structures, and roads) including all proposed extensions and reductions of existing airport facilities; and

- c. the location and nature of all existing and proposed non-aviation areas at the Airport and of all existing or proposed improvements located thereon.
2. The ALP, and each amendment, revision or modification thereof, shall be subject to the approval of the Aeronautics Division, which approval shall be evidenced by the signature of a duly authorized representative of the Aeronautics Division on the face of the ALP.
3. The Airport Commission and/or Board of Selectmen shall not make or permit any changes or alterations in the Airport or any of the facilities at the Airport thereby causing non-conformity with the ALP as approved by the Aeronautics Division and which might, in the opinion of the Aeronautics Division, adversely affect the safety, utility or efficiency of the Airport. If a change or alteration of the Airport or the facilities is made which the Aeronautics Division subsequently determines adversely affects the safety, utility or efficiency of the Airport, the Airport Commission and the Board of Selectmen shall, if requested by the Aeronautics Division:
 - a. eliminate such adverse effect in a manner approved by the Aeronautics Division; or,
 - b. bear all costs of relocating such property (or replacement thereof) to the level of safety, utility, efficiency and cost of operation existing prior to the unapproved change in the Airport or its facilities.

O. Civil Rights.

1. The Airport Commission, Board of Selectmen and their respective agents, employees and representatives, shall comply with applicable federal, state, and local laws, regulations, rules and orders to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap, be excluded from participating in any activity conducted with or benefiting from funds received from this Grant.

P. Disposal of Land and Airport Facilities.

1. The Airport Commission and Board of Selectmen shall not sell or otherwise transfer or dispose of the title to or interests in the Airport, its facilities, real property or personal property without the prior approval of the Aeronautics Division, which will not be unduly withheld.

Q. Foreign Market Restrictions.

1. The Airport Commission and Board of Selectmen shall not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States

Trade representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

R. Future Grants.

1. This Grant is being awarded in the expectation that the Airport Commission will complete the scope of work associated with this Project.
2. The Airport Commission and Board of Selectmen (collectively referred to here as "the local entities") and the Aeronautics Division jointly and severally acknowledge and agree that this Grant is awarded and accepted on the explicit understanding that this Grant and any future grant or grants, anticipated to fund further development of the Airport will have included in its (their) terms a guarantee by the local entities that no part of the assets or income of the Airport, whether presently existing or to be created pursuant to these grants, will be diverted to non-airport uses without the express prior written approval of the Aeronautics Division, the granting of such approval being universally recognized to be considered as highly unlikely.

S. Successors.

1. This Grant, as amended by these Assurances, shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

IN WITNESS WHEREOF, the Airport Commission and the of the Town of Nantucket certify that the information contained herein and attached hereto is accurate and complete and that we agree with the assurances herein, as represented by the signatures of the persons below:

<p>Nantucket Airport Commission or Airport Manager</p> <p>By: _____</p> <p>Title: Chairman or Airport Manager</p> <p>Date: _____</p>	<p>I hereby certify that _____ is the Chairman of the Nantucket Airport Commission and was authorized to execute these Grant Assurances on behalf of the Nantucket Airport Commission by a vote taken on _____, a copy of which is attached and made a part hereof.</p> <p>_____ Reporting Secretary</p>
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<p>, Town of Nantucket</p> <p>By: _____</p> <p>Date: _____</p>	<p>I hereby certify that _____ is the for the Town of Nantucket and has been authorized to execute these Grant Assurances on behalf of the Town of Nantucket on this day _____, 20____.</p> <p>_____ Town Clerk, Town of Nantucket</p>
--	--

Town of Nantucket



OFFICE OF THE TOWN & COUNTY CLERK

16 Broad Street
NANTUCKET, MASSACHUSETTS 02554-3590

Catherine Flanagan Stover, MMC, CMMC
Town & County Clerk

(508) 228-7216

FAX (508) 325-5313

Home: (508) 228-7841

Email: cstover@nantucket-ma.gov
townclerk@nantucket-ma.gov

WEBSITE: <http://www.nantucket-ma.gov>



July 31, 2015

Dear Mr. DeCosta:

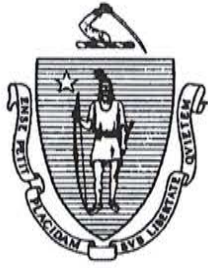
I respectfully ask the Board to re-appoint the following as Constables for the Town of Nantucket, for a term expiring in 2018.

CONSTABLES FOR THE TOWN OF NANTUCKET

(2015) David Fronzuto 12 Surfside Road, Nantucket, MA 02554

(2015) James Perelman 20 South Water St., Nantucket, MA 02554

Thank you for your assistance in this matter.



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

☐ For Reconsideration

FORM 43
MUST BE SIGNED BY LOCAL LICENSING AUTHORITY

076200203

ABCC License Number

Nantucket

City/Town

08/19/2015

Local Approval Date

TRANSACTION TYPE (Please check all relevant transactions):

- | | | | |
|---|--|---|---|
| <input type="checkbox"/> New License | <input type="checkbox"/> New Officer/Director | <input type="checkbox"/> Pledge of License | <input type="checkbox"/> Change Corporate Name |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Pledge of Stock | <input type="checkbox"/> Seasonal to Annual |
| <input checked="" type="checkbox"/> Change of Manager | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Transfer of Stock | <input type="checkbox"/> Change of License Type |
| <input type="checkbox"/> Cordials/Liqueurs Permit | <input type="checkbox"/> Issuance of Stock | <input type="checkbox"/> New Stockholder | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> 6-Day to 7-Day License | <input type="checkbox"/> Management/Operating Agreement | <input type="checkbox"/> Wine & Malt to All Alcohol | |

Name of Licensee Sea Dog Nantucket LLC

EIN of Licensee 45-4458145

D/B/A Nixs Brew Pub

Manager Karl Alterman

ADDRESS: 15 South Water Street

CITY/TOWN: Nantucket

STATE

MA

ZIP CODE 02554

Annual

All Alcohol

Restaurant

Annual or Seasonal

Category: (All Alcohol- Wine & Malt Wine,
Malt & Cordials)

Type: (Restaurant, Club, Package
Store, General On Premises, Etc.)

Complete Description of Licensed Premises:

Main entrance room from South Water Street to first floor bar area. Table seating to left and right of bar. Dining room and kitchen located in center and rear of first floor. Emergency exits from dining room and kitchen into rear parking area situated on Easy Street. The second floor contains an office, records room and dry storage area.

Application Filed: 8/4/15 1:00PM

Date & Time

Advertised: N/A

Date & Attach Publication

Abutters Notified: Yes ☐ No ☒

Licensee Contact Person for Transaction Bryan Swain, Esq. Vaughan Dale, Hunter, Beaudette Phone: 508-228-4455

ADDRESS: Whaler's Lane, PO Box 659 (Mailing Address)

CITY/TOWN: Nantucket

STATE

MA

ZIP CODE 02554

Remarks: Licensing: Anne McAndrew, Licensing Agent, NPD, 4 Fairgrounds Rd, Nantucket MA 02554-508-325-4137, amcandrew@police.nantucket-ma.gov

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director



ABCC Remarks:



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

PETITION FOR CHANGE OF LICENSE

076200203

ABCC License Number

Nantucket

City/Town

Sea Dog Nantucket, LLC d/b/a

The licensee Nixs Brew Pub respectfully petitions the Licensing Authorities to approve the following transactions:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Change of Manager | <input type="checkbox"/> Alteration of Premises |
| <input type="checkbox"/> Pledge of License/Stock | <input type="checkbox"/> Cordial & Liqueurs |
| <input type="checkbox"/> Change of Corporate Name/DBA | <input type="checkbox"/> Change of Location |
| <input type="checkbox"/> Change of License Type (§12 ONLY, e.g. "club" to "restaurant") | |

☒ Change of Manager

Last-Approved Manager:

James Agnew

Requested New Manager:

Karl Alterman

☐ Pledge of License /Stock

Loan Principal Amount: \$

Interest Rate:

Payment Term:

Lender:

☐ Change of Corporate Name/DBA

Last-Approved Corporate Name/DBA:

Requested New Corporate Name/DBA:

☐ Change of License Type

Last-Approved License Type:

Requested New License Type:

☐ Alteration of Premises: (must fill out attached financial information form)

Description of Alteration:

☐ Change of Location: (must fill out attached financial information form)

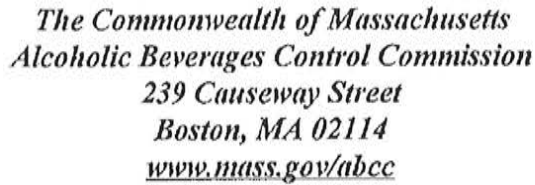
Last-Approved Location:

Requested New Location:

Signature of Licensee

Date Signed

HOLLY NAJDZIN, SOC Authorized Signatory



All proposed managers are required to complete a Personal Information Form, and attach a copy of the corporate vote authorizing this action and appointing a manager.

Legal Name of Licensee:	Sea Dog Nantucket LLC	Business Name (dba):	Nix Brew Pub
Address:	15 South Water Street		
City/Town:	Nantucket	State:	MA Zip Code: 02554
ABCC License Number: (If existing licensee)	076200203	Phone Number of Premise:	508-680-1342

A. Name: Karl Alterman B. Cell Phone Number: 561-809-3756

C. List the number of hours per week you will spend on the licensed premises: 40

A. Are you a U.S. Citizen: Yes ☒ No ☐ B. Date of Naturalization: C. Court of Naturalization:
(Submit proof of citizenship and/or naturalization such as U.S. Passport, Voter's Certificate, Birth Certificate or Naturalization Papers)

A. Do you now, or have you ever, held any direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages? Yes ☐ No ☒

If yes, please describe:

B. Have you ever been the Manager of Record of a license to sell alcoholic beverages that has been suspended, revoked or cancelled? Yes ☐ No ☒

If yes, please describe:

C. Have you ever been the Manager of Record of a license that was issued by this Commission? Yes ☐ No ☒

If yes, please describe:

D. Please list your employment for the past ten years (Dates, Position, Employer, Address and Telephone):

Signature

Date _____

7/30/2015

Additional Space

Please note which question you are using this space for.

July 2015 – Present: Manager, Nix Brew Pub, 15 South Water Street, Nantucket, MA 02554,
508- 680-1342

2012- Present: Consultant, KA Restaurant Management, 11 Berkley Street, Nantucket, MA 02554,
(561) 804-3756

2009-2012: Owner, Falcon House, 116 NE 6th Ave, Delray Beach, FL 33483, (561) 243-9499

2006-2009: Owner, KB Management, 5250 Town Center Cir, Ste 147, Boca Raton, FL 33486,
(561) 394-3372

2003-2006: Managing Partner, Moquila Tequila Bar and Restaurant, 99 SE Mizner Blvd # 114,
Boca Raton, FL 33432, (561) 245-7569

**CORPORATE CERTIFICATE
OF
SEA DOG NANTUCKET, LLC**

The undersigned being an authorized signatory of Sea Dog Nantucket, LLC, organized under the laws of the Commonwealth of Massachusetts (The "Company") hereby certifies as follows:

1. That the undersigned is a Secretary of the Commonwealth ("SOC") of Massachusetts authorized signatory of the Company.
2. That as of this date, the Company is in full force and effects and is authorized to transact business in the Commonwealth of Massachusetts.
3. That the undersigned has been directly and duly authorized by all of the Members of the Company to file this Change of Manager Petition with the Alcohol Beverages Control Commission for the Commonwealth of Massachusetts (The "ABCC"),
4. That the undersigned has been directed and duly authorized by the Members to execute any and all documents and perform any and all acts to effectuate the foregoing, all upon such terms and provisions as the undersigned deems appropriate.

Executed under seal this 31 day of July, 2015

Sea Dog Nantucket, LLC

By:


Holly Najdzin, SOC Authorized Signatory

PURCHASE AND SALE AGREEMENT

Agreement made this _____ day of _____, 2015.

1. PARTIES AND MAILING ADDRESSES

The Town of Nantucket, a municipal corporation acting by and through its Board of Selectmen having an address of 16 Broad Street, Nantucket, Massachusetts 02554, hereinafter called the SELLER, agrees to SELL and Mary Beth Ferro of 104 Surfside Road, Nantucket, Massachusetts 02554, hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

The premises are comprised of five (5) parcels of land in Nantucket, Massachusetts shown as Parcels 2 and 3 Cotton Street, containing respectively 3,943 square feet, more or less, and 355 square feet, more or less, shown on a plan of land entitled "Disposition Plan of Land in Nantucket, MA Prepared for Donald W. Mirro," dated June 2, 2014, prepared by Blackwell & Associates, Inc., and recorded with Nantucket County Registry of Deeds as Plan No. 2014-54; and Parcels 4 and 5, MacLean Street, each containing 8,154 square feet, more or less, and Parcel 6, Copeland Street containing 5,254 square feet, more or less, being shown on a plan of land entitled "Taking and Disposition Plan of Land in Nantucket, MA Prepared for Nantucket 106 Surfside Realty Trust," dated June 2, 2014, recorded with said Deeds as Plan No. 2014-52 (collectively, the "Property" or "Premises"). The Premises are considered non-conforming lots pursuant to the Town of Nantucket Code.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Intentionally Omitted (Vacant Land).

4. TITLE DEED

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- (a) Any liens for municipal betterments assessed after the date of this agreement;
- (b) Laws, by-laws, rules, and regulations, whether federal, state, or local, which affect the use of the Premises, including, but not limited to, rules and regulations of the Nantucket Conservation Commission, Nantucket Zoning By-Law, Nantucket Historic District Commission, Nantucket Building Department, Nantucket Planning Board and Nantucket Board of Health;
- (c) Real estate taxes for the then-current fiscal year and future periods which are not due

and payable at the time of delivery of the deed;

(d) Any fee which may be imposed upon the transaction which is the subject of this agreement by the Nantucket Land Bank Commission, which the Buyer agrees to pay at the time of delivery of the deed;

(e) Any right, restrictions or easements and reservations of record, if any, so long as the same do not prohibit or materially interfere with the use of said premises for residential purposes;

(f) Any public rights existing below mean high water, if applicable; and

(g) Said deed shall contain a reversion clause and a restriction set forth in Section 35 below to require the Premises to be used, and effectively merged with, the BUYER'S existing property known as 104 Surfside Avenue, Nantucket, Massachusetts, which is shown as Town Assessor's Map 67 as Parcel 349, for residential purposes and permanently restricting any further division or subdivision of the Premises as combined with said existing property,

5. PLANS

If said deed refers to a plan necessary to be recorded therewith the BUYER shall deliver such plan with the deed in a form adequate for recording.

6. REGISTERED TITLE

In addition to the foregoing, if the title to the said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title to said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable BUYER to obtain such Certificate of Title.

7. PURCHASE PRICE

The agreed purchase price for said premises is Eighteen Thousand and 00/100 Dollars (\$18,000.00), of which

\$ 2,000.00	was paid with Proposals
\$ 16,000.00	is to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s).

<u>\$ 18,000.00</u>	Total
---------------------	-------

8. TIME FOR PERFORMANCE; DELIVERY OF DEED

Said deed is to be delivered to BUYER at the Nantucket County Registry of Deeds at 1:00 P.M. on the 20th day of August, 2015, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

9. POSSESSION AND CONDITION OF PREMISES

Full possession of said premises free of all tenants and occupants is to be delivered at the time of the delivery of the deed, said Premises to be then (a) in the same condition as they are now, and (b) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled to personally inspect the premises prior to the delivery of the deed in order to determine whether the condition of the premises complies with the terms of this clause.

10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of delivery of the deed the premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days. In the event that such an extension occurs, BUYER agrees to close prior to expiration of the extension period and as soon as reasonably possible after SELLER is prepared to deliver the Premises in compliance with this Agreement. In no event shall SELLER be required to expend more than a total of \$1,000.00 to clear title to and deliver possession of the Premises.

11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

12. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title.

13. ACCEPTANCE OF DEED

The acceptance and recording of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after delivery of said deed.

14. USE OF MONEY TO CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.

15. INSURANCE

Intentionally Omitted (Vacant Land).

16. ADJUSTMENTS

A payment in lieu of taxes shall be paid in accordance with G.L. c. 44, § 63A as of the day of performance of this Agreement and the amount thereof shall be added to the purchase price payable by BUYER at the time of delivery of the deed.

17. ADJUSTMENT OF UNASSESSED AND UNABATED TAXES

Intentionally Omitted.

18. BROKER'S FEE

Intentionally Omitted.

19. BROKER'S WARRANTY

Intentionally Omitted.

20. DEPOSIT

All deposits made hereunder shall be held in escrow by Town Treasurer, as escrow agent in a non-interest bearing account subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, escrow agent shall retain all deposits made under this agreement pending instructions mutually given in writing by the SELLER and the BUYER, or by court order by a Court having competent jurisdiction.

All deposits made hereunder shall be placed in a non-interest-bearing account. The escrow agent hereunder shall not be liable for any loss suffered with respect to the escrow account or for any action or inaction taken by the escrow agent in good faith with respect to the account or deposit. The escrow agent may resign at any time by transferring the deposit to a successor escrow agent reasonably acceptable to SELLER and BUYER which successor agrees in writing to act as escrow agent. BUYER and SELLER jointly and severally agree to indemnify and hold the escrow agent harmless for any and all costs and expenses, including reasonable attorney's fees, incurred in connection with any such dispute.

21. BUYER'S DEFAULT; DAMAGES

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages which shall be the SELLER'S sole and exclusive remedy at law and in equity for a breach of this agreement.

22. RELEASE BY HUSBAND OR WIFE

Intentionally Omitted.

23. BROKER AS PARTY

Intentionally Omitted.

24. LIABILITY OF TRUSTEES, SHAREHOLDERS OR BENEFICIARIES

If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

25. WARRANTIES AND REPRESENTATIONS

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER: NONE. SELLER and SELLER's agents have made no warranties or representations, express or implied, and BUYER is purchasing the premises in its "AS IS" and without inspection.

26. MORTGAGE CONTINGENCY CLAUSE

None.

27. CONSTRUCTION OF AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER or their respective counsel. The Parties may rely upon facsimile copies of such written instruments. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

28. TITLE STANDARDS AND CONVEYANCING PRACTICES

Any matter relating to performance of this Agreement which is the subject of a title, practice or ethical standard of the Real Estate Bar Association of Massachusetts shall be governed by such standard to the extent applicable.

29. NOTICES

All notices, demands, consents and approvals required or permitted hereunder shall be deemed to have been duly given if in writing addressed to BUYER or SELLER at:

In the case of BUYER:

Mary Beth Ferro
104 Surfside Road
Nantucket, MA 02554

With a copy to:

Bryan J. Swain, Esq.
Vaughan, Dale, Hunter and Beaudette
Whaler's Lane
P.O. Box 659
(508) 228-4455
Facsimile: (508) 228-3070

In the case of SELLER:

Town of Nantucket
Town and County Building
16 Broad Street
Nantucket, MA 02554

With a copy to:

Vicki S. Marsh, Esq.
Kopelman and Paige, P.C.
101 Arch Street, 12th Fl.
Boston, MA 02110
(617) 556-0007
Facsimile: (617) 654-1735

and shall be deemed delivered upon the earliest to occur of (a) receipt or refusal to accept delivery; or (b) upon delivery prior to 5:00 P.M. on any business day by telecopy evidenced by written or printed receipt confirmation, provided a copy of any such notice sent by telecopy is sent also by means of one of the above-described manners of delivery. BUYER and SELLER may change the address to which any notice is to be sent by giving reasonable notice to the other party of such new address in the manner specified.

30. NO BROKER WARRANTY

The parties warrant and represent each to the other that there is no broker involved with the transaction to which this agreement pertains. In the event of a breach of the foregoing representation, the breaching party shall indemnify and hold harmless the non-breaching party for all expenses, including attorney's fees, which arise from such breach. The provisions of this section shall survive delivery of the deed hereunder.

31. SELLER'S CONTINGENCY

SELLER'S obligations hereunder shall be contingent upon SELLER complying prior to closing with the requirements of Massachusetts General Laws Chapter 30B concerning public procurement of the premises and obtaining all necessary authority to sell the premises, including but not limited to a declaration that the premises constitutes surplus property and an appropriate Town Meeting vote.

32. VENUE

The parties hereto agree that all actions on this Agreement shall be brought in the Superior Court Department of the Trial Court, Commonwealth of Massachusetts, Nantucket Division, to the extent that said Court shall have jurisdiction of the subject matter in any such action.

33. EXTENSION AUTHORITY

By executing this Agreement, Buyer and Seller hereby grant to their respective attorneys the actual authority to bind them by facsimile for the limited purpose of allowing them to grant extensions, and Buyer and Seller shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge that either party has disclaimed the authority granted herein to bind them.

34. CLOSING DOCUMENTS

BUYER agrees to sign at closing all forms reasonably required by SELLER including without limitation a disclosure statement pursuant to G.L. c. 7C, sec. 38. BUYER agrees to pay the legal costs incurred for preparing a Quitclaim Deed for the Premises.

35. MERGER OF PREMISES

BUYER shall consolidate the Premises with the BUYER'S existing abutting lot as set forth in the terms of the Request for Proposals for the "Nantucket Yard Sale Program." This consolidation process includes but is not limited to: obtaining a special permit from the Zoning Board of Appeals to alter any premises which is a nonconforming lot pursuant to Town Code 139-33A(8) and, filing a new perimeter plan with the Nantucket Planning Board and Massachusetts Land Court, if applicable.

BUYER warrants that the Premises shall not be used as separate buildable lots or resold as a separate buildable lot and shall be used for residential uses only. Notwithstanding any provision herein to the contrary, BUYER shall accept the deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce such restrictions and covenants as follows:

"The Grantor's conveyance of the parcel(s) described herein is based in part on the Grantee's warranty and representation to the Grantor that such parcel(s) shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 104 Surfside Road and shown on Town Assessor's Map 67 as Parcel 349, previously acquired by Grantee pursuant to the deed recorded with said Deeds in Book 568, Page 125 (collectively, the "Combined Premises"), and that no part of the Combined Premises shall be hereafter divided, subdivided or conveyed, unless prior written permission is granted by

the Town of Nantucket Board of Selectmen and such permission is recorded at the Registry. Accordingly, the parcels hereby granted to the Grantee are conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Combined Premises to residential use, prohibiting the division or subdivision of any portion of the Combined Premises, and prohibiting the use or conveyance of any portion of the Combined Premises apart from another portion of the Combined Premises, and automatically effectuating a reversion of the Parcels to the Grantor, if within twenty-four months of the Date of the Deed, the Parcels have not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used or conveyed in a manner inconsistent with these restrictions unless a prior written release is granted by the Town of Nantucket Board of Selectmen and filed with said Deeds."

These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body" pursuant to G.L. c. 184, Section 26 such that the restrictions contained herein shall be enforceable for the full term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the grantee hereby appoints the grantor as its agent and attorney in fact to execute and record such notice and further agrees that the grantee shall execute and record such notice upon request. The representations, warranties and provisions of this Section 35 shall survive the delivery of this deed and any conveyance of the Premises, and BUYER shall accept a deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce these covenants.

36. CONDITION OF PREMISES

BUYER acknowledges that prior to the date of this Agreement, BUYER entered the Premises for the purpose of surveying and inspecting the Premises, as necessary for BUYER's financing and purchasing of the Premises and BUYER agrees that BUYER and BUYER's agents fully and completely inspected the Premises, and that BUYER is wholly satisfied with the condition of the Premises. SELLER and SELLER's agents have made no warranties or representations with respect to the Premises, express or implied, on which BUYER has relied except as otherwise set forth in this Agreement. In the event that BUYER and/or BUYER's agents, contractors and employees access the Premises to make any further inspections, assessments, surveys, appraisals or other non-invasive examination of the surface of the Premises, then such access shall be solely at the BUYER's risk, and BUYER shall indemnify and save SELLER harmless from any and all claims, demands, suits or causes of action of any nature whatsoever arising from BUYER's and its agents', contractors' and employees' presence at and/or actions upon or about the Premises, including, without limitation, any claim for personal injury or property damage made by any such person afforded access to the Premises pursuant hereto. BUYER will, and will cause its agents, employees, and contractors, to observe any posted rules and regulations on the Premises.

37. REPRESENTATION BY COUNSEL

BUYER and SELLER each acknowledge and agree that they have by counsel of their own choosing or have had an opportunity to be so represented by counsel, and both BUYER and SELLER have read and understand the terms of this Agreement.

38. ASSIGNMENT AND RECORDING OF AGREEMENT

BUYER shall not file this Agreement with any Registry of Deeds or recording office. BUYER shall not assign this Agreement to any party without SELLER's prior written consent, which consent SELLER may withhold for any or no reason. In the event BUYER so files or assigns this Agreement without SELLER's prior written consent, then SELLER may elect, upon written notice to BUYER, to terminate this Agreement and to retain any and all deposits.

39. SEVERABILITY

If this Agreement shall contain any term or provision which shall be invalid, then the remainder of the Agreement, as the case may be, shall not be affected thereby and shall remain valid and in full force and effect to the fullest extent permitted by law, provided such term or provision does not materially affect the obligations of either of the parties nor the essence of the Agreement.

SELLER:
TOWN OF NANTUCKET
By its Board of Selectmen:

ESCROW AGENT:
TOWN TREASURER

BUYER:

By: _____
Mary Beth Ferro

QUITCLAIM DEED

Parcels 2 and 3, Cotton Street, Parcels 4 and 5, MacLean Street and Parcel 6, Copeland Street, Nantucket, Massachusetts

The **TOWN OF NANTUCKET**, a Massachusetts municipal corporation having a principal place of business at 16 Broad Street, Nantucket, Nantucket County, Massachusetts acting by and through its Board of Selectmen (the "Grantor"), in consideration of Eighteen Thousand and 00/100 Dollars (\$18,000.00), the receipt of which is hereby acknowledged, pursuant to the authority of Article 99 voted upon at the 2011 Annual Town Meeting and Article 84 voted upon at the 2012 Annual Town Meeting, certified copies of which are attached hereto, grants to **Mary Beth Ferro**, of 104 Surfside Road, Nantucket, Massachusetts 02554 (the "Grantee"), with QUITCLAIM COVENANTS, five certain plots of land in Nantucket, Massachusetts shown as Parcels 2 and 3, Cotton Street, containing respectively 3,943 square feet, more or less, and 355 square feet, more or less, shown on a plan of land entitled "Disposition Plan of Land in Nantucket, MA Prepared for Donald W. Mirro," dated June 2, 2014, prepared by Blackwell & Associates, Inc. and recorded with the Nantucket County Registry of Deeds as Plan No. 2014-54; and Parcels 4 and 5, MacLean Street, each containing 8,154 square feet, more or less, and Parcel 6, Copeland Street containing 5,254 square feet, more or less, being shown on a plan of land entitled "Taking and Disposition Plan of Land in Nantucket, MA Prepared for Nantucket 106 Surfside Realty Trust," dated June 2, 2014, recorded with said Deeds as Plan No. 2014-52 (collectively, the "Parcels"). The premises hereby conveyed are a portion of Cotton Street, MacLean Street and Copeland Street.

The Grantor's conveyance of these Parcels is based in part on the Grantee's warranty and representation to the Grantor that such Parcels shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting lot at 104 Surfside Road and shown on Town Assessor's Map 67 as Parcel 349 previously acquired by Grantee pursuant to Deed recorded with said Deeds in Book 568, Page 125 (collectively with the Parcel, the "Combined Premises"), and that no part of such Parcels or the Combined Premises shall hereafter be used for non-residential purposes nor divided, subdivided or conveyed as a separate parcel or parcels, unless prior written permission is granted by the Town of Nantucket Board of Selectmen and such permission is recorded with said Deeds. Accordingly, the Parcels hereby granted to the Grantee are conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Parcels and Combined Premises to residential use, prohibiting the division or subdivision of any portion of the Combined Premises and prohibiting the conveyance or use of any portion of the Combined Premises apart from another portion of the Combined Premises, and automatically effectuating a reversion of the Parcels to the Grantor, if within twenty-four (24) months of the date of this Deed, the Parcels have not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used, conveyed,

divided or subdivided in a manner inconsistent with these restrictions unless prior written release is granted by the Town of Nantucket Board of Selectmen and recorded with said Deeds.

By accepting and recording this Quitclaim Deed, the Grantee expressly agrees to the Grantor's reservation of, and otherwise grants to the Grantor, such restrictions on the use of the Combined Premises. These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body," pursuant to G.L. c. 184, §26, such that the restrictions contained herein shall be enforceable for the term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the Grantee hereby appoints the Grantor as its agent and attorney in fact to execute and record such notice and further agrees that the Grantee shall execute and record such notice upon request.

The undersigned certifies that there has been full compliance with the provisions of G. L. c. 44 §63A.

No deed stamp taxes are due on this conveyance pursuant to G.L. c. 64D, §1.

For Grantor's title, see Order of Taking dated September 10, 2014 recorded with said Deeds in Book 1452, Page 137.

[Remainder of Page Intentionally Blank. Signatures Follow on Next Page.]

EXECUTED under seal this _____ day of _____, 2015.

TOWN OF NANTUCKET
BY ITS BOARD OF SELECTMEN

Robert DeCosta

Matthew G. Fee

Rick Atherton

Tobias B. Glidden

Dawn E. Hill Holdgate

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this _____ day of _____, 2015, before me, the undersigned Notary Public, personally appeared Robert DeCosta, Matthew G. Fee, Rick Atherton, Tobias B. Glidden and Dawn E. Hill Holdgate as Members of the Board of Selectmen of the Town of Nantucket, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as the free and deed of the Board of Selectmen of the Town of Nantucket.

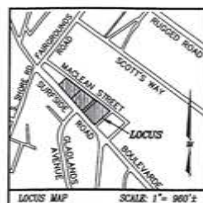
Notary Public
My Commission Expires:

526466NANT19712/0135

Parcels 2 + 3 Cotton St
Parcels 4 + 5 Maclean St

Parcel 6, Copeland St

(Ferro)



CURRENT ZONING CLASSIFICATION:
Limited Use General 2 (L.U.G.-2)
MINIMUM LOT SIZE: 80,000 S.F.
MINIMUM FRONTAGE: 150 FT.
FRONT YARD SETBACK: 35 FT.
REAR/SIDE SETBACK: 15 FT.
GROUND COVER %: 4%

CURRENT ZONING CLASSIFICATION:
Limited Use General 3 (L.U.G.-3)
MINIMUM LOT SIZE: 120,000 S.F.
MINIMUM FRONTAGE: 200 FT.
FRONT YARD SETBACK: 35 FT.
REAR/SIDE SETBACK: 20 FT.
GROUND COVER %: 3%

LEGEND
 (CB) ■ DOWNS CONCRETE ROAD WITH DRAINAGE POND
 (CR) ■ DOWNS COUNTY ROAD BOUND POND
 (P) ■ DOWNS HIGH PIPE POND

I HEREBY CERTIFY THAT THIS PLAN HAS BEEN
PREPARED IN ACCORDANCE WITH THE RULES
AND REGULATIONS OF THE REGISTER OF DEEDS
OF THE COMMONWEALTH OF MASSACHUSETTS.
 J. J. [Signature] 6-2-14
 PROFESSIONAL LAND SURVEYOR DATE

NANTUCKET REGISTRY OF DEEDS
 Date: 06-23-2014
 Time: 11:50
 Plan No.: 2014-52
 ATTORNEY: [Signature]
 SHEET 1 OF 1
 RESERVED FOR REGISTRY USE



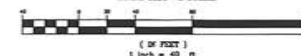
REF. 2011 A.T.M. ARTICLES 98 & 99
AND 2012 A.T.M. ARTICLES 83 & 84

TAKING AND DISPOSITION Plan of Land in Nantucket, MA Prepared for NANTUCKET 106 SURFSIDE REALTY TRUST

Scale: 1" = 40' JUNE 2, 2014

BLACKWELL & ASSOCIATES, Inc.
Professional Land Surveyors
20 TEASDALE CIRCLE
NANTUCKET, MASS. 02554
(508) 228-9026

GRAPHIC SCALE



Nantucket Board of Selectmen

Being a majority—

[Signature] Nick Altieri, Chairman

[Signature] Robert Wright, Vice Chairman

[Signature] Brian King

[Signature] Will Fox

[Signature] John Allen

DATE SIGNED: 6-11-14

Nantucket Planning Board

APPROVAL UNDER THE
SUBDIVISION CONTROL LAW
NOT REQUIRED

[Signature] Peter S. McCusker

[Signature] Elizabeth Cantrell McCusker

[Signature] John Allen

[Signature] John Allen

DATE SIGNED: 06-09-2014

FILE # 3677

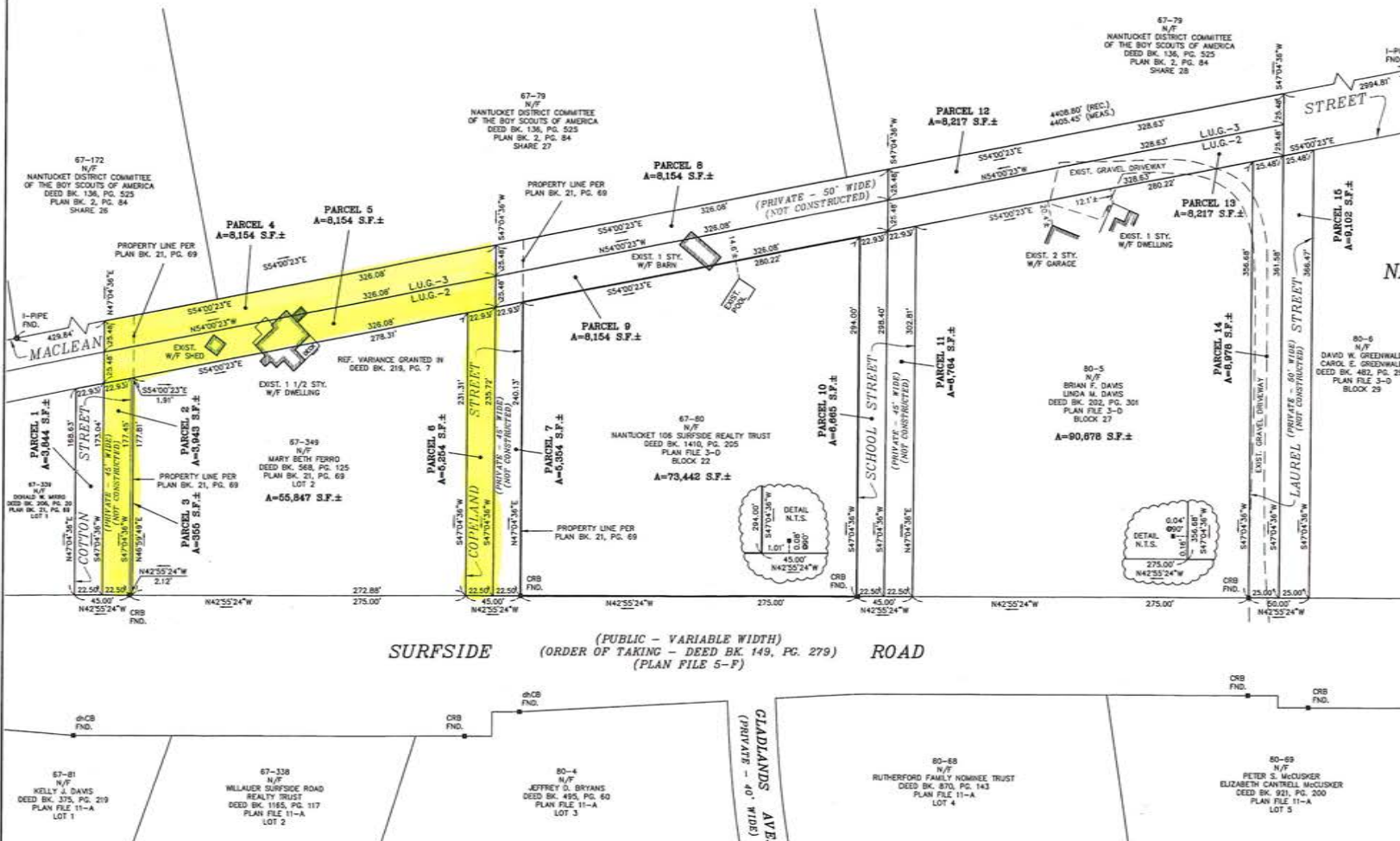
DATE SIGNED: 06-09-2014

FILE # 3677

DATE SIGNED: 06-09-2014

FILE # 3677

B7741



SETTLEMENT STATEMENT

Town of Nantucket ("Seller")

Mary Beth Ferro ("Buyer")

Parcels 2 and 3, Cotton Street, Parcels 4 and 5, MacLean Street and parcel 6, Copeland Street, Nantucket, MA (Property)

August 20, 2015 (Closing Date)

Purchase Price: **\$ 18,000.00**

Less:

Deposit \$ 2,000.00

Plus:

Payment in Lieu of Tax Adjustment
8/20/15-6/30/16 \$ 61.75

Reimbursement of Town's Legal Fees \$ 1,050.00

Net Amount Due Seller: **\$ 17,111.75**

Checks:

Town of Nantucket \$ 17,111.75

BUYER:

**SELLER: TOWN OF NANTUCKET
BOARD OF SELECTMEN**

By: _____

Mary Beth Ferro

LICENSE AGREEMENT

This LICENSE AGREEMENT (hereinafter referred to as the "License") is executed this ____ day of _____, 2015 by and between the TOWN OF NANTUCKET, a Massachusetts municipal corporation acting by and through its Board of Selectmen, having an address of Town & County Building, 16 Broad Street, Nantucket, Massachusetts 02554 (the "LICENSOR"), and WATER STREET INVESTORS, LLC, a Delaware limited liability company, having its principal office at 15 South Beach Street, Nantucket, Massachusetts, (hereinafter referred to as the "LICENSEE").

WHEREAS, the LICENSOR is the owner of the public sidewalks located adjacent to 21 South Water Street, shown on Exhibit A (the " LICENSOR'S Property");

WHEREAS, the LICENSEE is the owner of record of a certain parcel of land now known as 21 South Water Street, Nantucket, Massachusetts as described in a Deed recorded with Nantucket Registry of Deeds in Book 1467, Page 10 and is shown on Assessor's Map 42.4.2 as Parcel 102 (the "Property");

WHEREAS, the sign at the front of the building on the Property (the "Sign") encroaches on the LICENSOR'S Property as shown on the plan attached hereto and marked Exhibit A; and

WHEREAS, the LICENSEE requested the Board of Selectmen for permission to allow the Sign to remain in its existing location upon and over the LICENSOR'S Property; and

WHEREAS, the LICENSOR is willing to permit the LICENSEE to allow the encroachment of the Sign upon the LICENSOR'S Property, subject to the terms set forth herein;

NOW THEREFORE, the LICENSOR hereby grants such entry and license to use the Licensor's Property to the LICENSEE, subject to the following terms and conditions:

I. USE, PURPOSE, TERM

Use of the Sign is limited to the portion of the LICENSOR'S Property over which the Sign encroaches as shown on the Plan which is attached hereto and incorporated herein, (the "Licensed Premises").

Sign shall be maintained securely attached to the building on LICENSOR's Property at all times.

II.

CONSIDERATION

The consideration for this License shall be \$1.00, the payment of all costs and expenses associated with the exercise of the rights granted hereunder, together with the observation and performance by the LICENSEE of all the obligations and covenants set forth within this agreement to the reasonable satisfaction of the LICENSOR.

III.

INSURANCE

The LICENSEE shall maintain during the term of this License public liability insurance, including coverage for bodily injury, wrongful death and property damage, in an amount acceptable to the LICENSOR set forth herein to support the obligations of the LICENSEE under the terms and conditions of this License to indemnify, defend and hold harmless the LICENSOR. The insurance coverage required hereunder shall be placed with insurance companies licensed by the Massachusetts Division of Insurance to do business in the Commonwealth of Massachusetts and have a Best's rating of B+ or better.

LICENSEE shall forthwith provide, and thereafter on or before January 1 of each year of the term of this License, a certificate of insurance in each case indicating the LICENSOR is an additional insured on the policy and showing compliance with the foregoing provisions. LICENSEE shall require the insurer to give at least thirty (30) days' written notice of termination, reduction or cancellation of the policy to TOWN.

IV.

INDEMNIFICATION

LICENSEE shall indemnify, defend and hold harmless the LICENSOR from and against any and all claims, demands, suits, actions, costs, judgments, whatsoever, including reasonable attorney's fees and expenses, which may be imposed upon, incurred by, or asserted against the LICENSOR or its agents, employees, successors and assigns in connection with the use, repair and maintenance of the Sign on the LICENSOR'S Property. The provisions of this Section shall survive the termination of this Agreement.

V.

CONDITION OF THE PREMISES

LICENSEE acknowledges and agrees that it accepts the LICENSOR'S Property in "AS IS" condition for the purpose of this License, and that the LICENSOR has made no representation or warranty regarding the fitness of the Licensor's Property.

VI.

CONDUCT

LICENSEE, and its contractors, employees and agents, shall be responsible, at its sole expense for repairing, using and maintaining the Sign in good condition. During the exercise of the rights hereby granted, the LICENSEE shall at all times observe and obey applicable laws, statutes, ordinances, regulations and permitting or licensing requirements. If there are any changes in the location of the Sign encroaching on the LICENSOR'S Property, then the LICENSEE must obtain the LICENSOR'S prior written approval to change the location of the encroachment.

The LICENSOR shall not, under any circumstances, be liable for the payment of any expenses incurred, or for the value of any work done or material furnished to the Licensed Premises or any part thereof, but all such improvements and alterations shall be done and materials and labor furnished at LICENSEE'S expense, and the laborers and materialmen's furnishing labor and materials for the work shall release the LICENSOR from any liability.

Nothing in this Agreement shall be construed as requiring the LICENSOR to maintain the LICENSOR'S Property, in any manner, and any maintenance which may be performed on the LICENSOR'S Property by the LICENSOR shall be at the sole and absolute discretion of the LICENSOR.

The provisions of this Section shall survive the expiration or termination of this License.

VII.

TERMINATION and REVOCATION

This License shall be revocable by either party upon written notice of revocation at least sixty (60) days prior to the termination date stated within said notice. During said sixty (60) day period, if the LICENSOR requests, the LICENSEE, at his sole cost, will remove that portion of Sign which encroaches over the LICENSOR'S Property.

VIII.

MODIFICATIONS and AMENDMENTS

Modifications or amendments to this License shall be in writing and duly executed by both parties hereto to be effective.

IX.

NOTICE

For purposes of this License, the parties shall be deemed duly notified in accordance with the terms and provisions hereof, if written notices are mailed to the following addresses:

Town:	Town of Nantucket Board of Selectmen Town & County Building 16 Broad Street Nantucket, MA 02554
With a copy to:	Kopelman and Paige, P.C. 101 Arch Street 12 th Floor Boston, MA 02110 ATTN: Vicki S. Marsh, Esq.
Licensee:	Water Street Investors, LLC 15 South Beach Street Nantucket, MA 02554

These addresses are subject to change, and the parties hereto agree to inform each other of such changes as soon as practicable.

X.

NO ESTATE CREATED

This License shall not be construed as creating or vesting in the LICENSEE any estate in the LICENSOR'S Property, but only the limited right of possession as hereinabove stated. This License is personal and exclusive to the LICENSEE and is not intended to run with the land. This License may be transferred or assigned only upon the written consent of the LICENSOR.

XI.

EXHIBITS and ATTACHMENTS

Any and all exhibits and attachments referenced herein or attached hereto, are duly incorporated within this agreement.

XII.

SURVIVAL of TERMS and PROVISIONS

All appropriate terms and provisions relating to the restoration of the property affected hereby, shall survive the termination of this License.

Remainder of Page Intentionally Left Blank. Signatures on Following Page.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed as a sealed instrument and signed in duplicate by their duly authorized representatives, on the date first indicated above.

LICENSOR:

TOWN OF NANTUCKET
by its Board of Selectmen

Robert DeCosta

Date:_____

Matthew G. Fee

Rick Atherton

Tobias B. Glidden

Dawn E. Hill Holdgate

LICENSEE: WATER STREET INVESTORS, LLC

By:_____
Arthur W. Hooper, Jr., Manager

Date:_____

By:_____
Louis L. Ceruzzi, Jr., Manager

Date:_____



From: [jason.pinardo](#)
To: [Erika Mooney](#)
Cc: [Cameron Kim Dawson](#); [Amy Severson](#); erikathere@gmail.com
Subject: Annabelle - Noise Waiver
Date: Tuesday, August 11, 2015 3:58:10 PM
Attachments: [prelimsched.pdf](#)

Erika,

Thanks again for taking time out of your schedule yesterday to meet with us; your presence was greatly appreciated. As discussed (and as per the document attached) Annabelle Hooper LLC kindly requests permission to exceed the Nantucket Noise Ordinance on the following days;

Friday Sept 11th - Estimated wrap 11pm
Sat Sept 12th - Estimated wrap 11pm
Sunday Sept 13th - Estimated wrap 11pm
Monday Sept 14th - Estimated wrap 11pm
Wednesday Sept 16th - Estimated wrap 11pm
Friday Sept 18th - Estimated wrap 11pm
Saturday Sept 19th - Estimated wrap 11pm

As we are guests on the island it is our intention to work closely with you and the Municipality to minimize any impact to the residence, leaving being a great impression of both our cast and crew. While at no time have we planned loud music, excessively large crowds, disruptions ect there are instances when, due to circumstances beyond our control - ie weather - the times and date of this request may have to change. In those cases we will do our best to notify you as soon as possible as to devise a plan to handle the change and keep residents informed of the new information.

Should you have any questions or need more information, I can be reached at 267.228.1521. We thank you in advance for your help. and look forward to working together on a successful project.

Best,
Jason Pinardo
DGA/PGA

CAST MEMBERS

1.ANNABELLE

2.MADDI

3.JAKE

4.BILLY

5.BURT

6.MEREDITH

7.ARGYLE

8.TWEED

9.SILAS

10.LILLIAN

11.ARTHUR

12.PRENTICE

13.PHOEBE

14.POLICE CHIEF

15.NATHAN (OLD SALT)

16.TOUR GUIDE

17.SINGING FISHERMAN #1

18.SINGING FISHERMAN #2

19.SINGING FISHERMAN #3

20.FIGURE IN BLACK

annabelle hooper and the ghosts of nantucket

first pass preliminary schedule as of 8-8-15

To be shot during prep week:

11	INT	INNISHAIL HOUSE - GARAGE Woman's hand drops book into basket	Day D1	1/8 pgs		Innishail House
13	INT	INNISHAIL HOUSE - GARAGE Annabelle finds bike and book	Day D1	1 pgs	1	Innishail House
12	EXT	INNISHAIL HOUSE - GARAGE Annabelle sees garage door move...	Day D1	1/8 pgs	1	Innishail House
4	EXT	ART MUSEUM (fantasy) Annabelle lands, pulls off jumpsuit, gets in car	Night FTZ	1/8 pgs	1	Whaling Museum Main
2pt	EXT	ART MUSEUM ROOF (fantasy) Annabelle jumps from ledge	Night FTZ	3/8 pgs	1	Whaling Museum Main

START DAY 1 - Thursday September 10 6 2/8 pgs

good day

42	EXT	TOWN PIER Billy tells Annabelle what he found out	Day D4	1 2/8 pgs	1, 4	Town Pier
71	EXT	TOWN PIER Annabelle tells Billy about Lillian	Day D6	5/8 pgs	1, 4	Town Pier
36	EXT	SILAS GRIMM'S SHACK The kids knock on Silas's door	Day D4	6/8 pgs	1, 2, 3, 4, 9	Town Pier
37	INT	SILAS GRIMM'S SHACK They ask Silas about White Widow, win a challenge	Day D4	3 pgs	1, 2, 3, 4, 9	Town Pier
38	EXT	SILAS GRIMM'S SHACK Flyer in hand, Billy compliments Annabelle	Day D4	5/8 pgs	1, 2, 3, 4	Town Pier

END OF DAY #1 -- Thursday, September 10, 2015 -- 8 Pages

good day

66	EXT	ND STREET(S) Trio bikes, they separate	Day D6	1/8 pgs	1, 2, 3	
56pt	EXT	ND STREET(S) Our heros run, bad guys give chase	Day D6	1/8 pgs	1, 2, 3, 4	
56pt	EXT	ND STREET(S) The kids separate; Silas surprises Annabelle	Day D6	5/8 pgs	1, 2, 3, 4, 9	

79	EXT	ND STREET(S) Kids chased by Argyle & Tweed	Night	N6	3/8 pgs	1, 2, 3, 4, 7, 8, 9	
51pt	INT	STARLIGHT THEATER Kids watch "The Curious Voyage of the Ontario"	Night	N5	1 7/8 pgs	1, 2, 3, 4	Innishail House
81	EXT	DREAMLAND THEATER - ALLEY Kids steal golf cart	Night	N6	2/8 pgs	1, 2, 3, 4, 7, 8	17 South Water St.
80	INT	DREAMLAND THEATER - STAGE They crash the play, Anabelle communicates with Dad	Night	N6	5/8 pgs	1, 2, 3, 5, 6, 7, 8, 12, 13	

END OF DAY #2 -- Friday, September 11, 2015 -- 4 Pages

good day

34	EXT	RAMSHACKLE BUILDING Tweed & Argyle question Silas, Maddi & Jake leave Annabelle	Night	N3	3 4/8 pgs	1, 2, 3, 4, 7, 8, 9	Town Pier
32	EXT	PROSPECT HILL CEMETERY See headstones, Argyle & Tweed joining group	Dusk	Eve3	6/8 pgs	1, 2, 3, 7, 8, 9	Hummock Pond Road
31	EXT	PROSPECT HILL CEMETERY Kids meet at cemetery, Silas starts his spiel	Dusk	Eve3	1 6/8 pgs	1, 2, 3, 9	Hummock Pond Road
33	EXT	JARED COFFIN HOUSE Billy joins them, Annabelle is smitten	Night	N3	1 3/8 pgs	1, 2, 3, 4, 7, 8, 9	29 Broad Street
92	EXT	PROSPECT HILL CEMETERY Billy appears in crowd (FB to sc 33)	Night	N3	1/8 pgs	1, 2, 3, 4, 9	Hummock Pond Road
86	EXT	PROSPECT HILL CEMETERY Billy talks at ghost tour (FB to sc 33)	Night	N3	1/8 pgs	1, 2, 3, 4, 9	Hummock Pond Road

END OF DAY #3 -- Saturday, September 12, 2015 -- 7 5/8 Pages

good day

17	EXT	WHALING MUSEUM Annabelle & Dad exit museum, Mom appears	Day	D2	1 1/8 pgs	1, 5, 6	Whaling Museum
1, 2pt, 3	INT	ART MUSEUM (fantasy) A small figure in black catches robbers, police arrive	Night	FTZ	7/8 pgs	14, 20	Whaling Museum Main
5pt	INT	ART MUSEUM (fantasy) Police Chief reads note	Night	FTZ	2/8 pgs	14	Whaling Museum Main
77	INT	WHALING MUSEUM - MAIN RM Tweed & Argyle appear, kids grab key & run	Night	N6	2 pgs	1, 2, 3, 4, 7, 8	Whaling Museum
76	INT	WHALING MUSEUM - MAIN RM Kids search Museum	Night	N6	7/8 pgs	1, 2, 3, 4	Whaling Museum Main
75	EXT	WHALING MUSEUM - BACK DOOR Billy gets them in	Night	N6	7/8 pgs	1, 2, 3, 4	Whaling Museum

78	EXT	WHALING MUSEUM - BACK DOOR Kids run out, chase begins	Night	N6	4/8 pgs	1, 2, 3, 4, 7, 8	Whaling Museum
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END OF DAY #4 -- Sunday, September 13, 2015 -- 6 4/8 Pages

atheneum closed sunday monday

good day

28	INT	ATHENEUM - BOOKSHELVES Annabelle examines figurehead	Day D3	1/8 pgs	1	1 India Street
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30	INT	<p>ATHENEUM - GREAT HALL Day D3</p> <p>The girls talks ghosts, decide to go to cemetary</p>	1 5/8 pgs	1, 2	1 India Street
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29	INT	<p>ATHENEUM - GREAT HALL</p> <p>Annabelle hears Maddi's rant</p>	Day D3	6/8 pgs	1, 2	1 India Street
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27	EXT	<p>ATHENEUM Day D3</p> <p>Annabelle arrives on bike at Atheneum</p>	1/8 pgs	1	1 India Street
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72	EXT	ATHENEUM Kids sneak into the Atheneum	Dusk Eve6	3/8 pgs	1, 2, 3, 4	
----	-----	--	-----------	---------	------------	--

73	INT	<p>ATHENEUM</p> <p>Night N6</p> <p>1 1/8 pgs</p> <p>1, 2, 3, 4</p>	
		Search for key, Jake has an idea	

74	EXT	<p>ATHENEUM Night N6</p> <p>They sneak out into crowd, see Argyle & Tweed</p>	3/8 pgs	1, 2, 3, 4, 7, 8	
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END OF DAY #5 -- Monday, September 14, 2015 -- 4 4/8 Pages

Tuesday OFF

good day

103	EXT	FERRY Annabelle writes the title (END)	Day D7	3/8 pgs	1, 5, 6, 15	Ferry
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7	EXT	FERRY Annabelle wanders, sees Old Salt	Day D1	3/8 pgs	1, 15	Ferry
---	-----	---	--------	---------	-------	-------

5pt, 6	EXT	FERRY Day D1 Annabelle snaps out of daydream, meet the parents	2 7/8 pgs	1, 5, 6	Ferry
--------	-----	---	-----------	---------	-------

18	EXT	BRANT POINT BEACH Annabelle meets Maddi & Jake	Day D2	2 pgs	1, 2, 3	Brant Point
----	-----	---	--------	-------	---------	-------------

35	EXT	PROSPECT HILL CEMETERY Night N3 Billy escorts Annabelle back to her bike at Cemetery	1 2/8 pgs	1, 4	Hummock Pond Road
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END OF DAY #6 -- Wednesday, September 16, 2015 -- 6 7/8 Pages

good day

45, 46, 47	EXT	FANCY BISTRO Argyle & Tweed plan, kids steal the note	Day D5	2 5/8 pgs	1, 2, 3, 4, 7, 8	
48	EXT	STREET NEAR FANCY BISTRO Kids run, Argyle & Tweed lose them	Day D5	1/8 pgs	1, 2, 3, 4, 7, 8	
44	EXT	COMPASS CORNER Annabelle describes her plan	Day D5	1/8 pgs	1, 2, 3, 4	
52	EXT	1ST CONGREGATIONAL CHURCH The kids arrive at the church	Day D6	2/8 pgs	1, 2, 3, 4	62 Center Street
53	INT	1ST CONGREGATIONAL CHURCH - S1 Jake is afraid of heights	Day D6	5/8 pgs	1, 2, 3, 4	62 Center Street
54	INT	1ST CONGREGATIONAL CHURCH - S1 Kids find initials, Tweed & Argyle appear	Day D6	1 7/8 pgs	1, 2, 3, 4, 7, 8	62 Center Street
55	EXT	1ST CONGREGATIONAL CHURCH Kids run away from bad guys	Day D6	2/8 pgs	1, 2, 3, 4, 9	62 Center Street

END OF DAY #7 -- Thursday, September 17, 2015 -- 5 7/8 Pages

60	INT	LIGHTHOUSE - HIDDEN STAIRS They see doorway with golden light	Day D6	1/8 pgs	1, 2, 3, 4	1 New Street, Siasconset
61pt	INT	LIGHTHOUSE - HIDDEN LANTERN RM Fishermen sing, look through spy glass	Night N6	1 7/8 pgs	1, 2, 3, 4, 15, 17, 18, 19	1 New Street, Siasconset
85	EXT	LIGHTHOUSE - WALKWAY Annabelle realizes truth about Billy...	Night N6	1/8 pgs	1, 4	1 New Street, Siasconset
95	EXT	LIGHTHOUSE - WALKWAY Annabelle drops key into sea, bad guys arrested	Night N6	6/8 pgs	1, 2, 3, 4, 7, 8, 12, 14	1 New Street, Siasconset
93	EXT	LIGHTHOUSE - WALKWAY Confrontation in lighthouse, Annabelle says she'll drop key	Night N6	1 2/8 pgs	1, 2, 3, 4, 7, 8	1 New Street, Siasconset
94	EXT	LIGHTHOUSE Cops arrive and Beadles send them up stairs	Night N6	2/8 pgs	12, 13, 14	1 New Street, Siasconset

END OF DAY #8 -- Friday, September 18, 2015 -- 4 3/8 Pages

57	EXT	LIGHTHOUSE Burt and kids arrive at Lighthouse	Day D6	4/8 pgs	1, 2, 3, 4, 5	1 New Street, Siasconset
58	INT	LIGHTHOUSE Burt helps distract tour guide	Day D6	6/8 pgs	1, 2, 3, 4, 5, 16	1 New Street, Siasconset
62	INT	LIGHTHOUSE - STAIRWELL Kids rejoin group, Dad gives a smile	Day D6	1/8 pgs	1, 2, 3, 4, 5, 16	1 New Street, Siasconset
59	INT	LIGHTHOUSE - STAIRWELL Kids find staircase, find combination	Day D6	3 4/8 pgs	1, 2, 3, 4	1 New Street, Siasconset

84	INT	LIGHTHOUSE Annabelle & Billy race up stairs	Night N6	1/8 pgs	1, 4	1 New Street, Siasconset
83	EXT	LIGHTHOUSE Billy & Annabelle race into lighthouse	Night N6	2/8 pgs	1, 2, 3, 4	1 New Street, Siasconset
82	EXT	OLD MILL WINDMILL Kids pass windmill on way to lighthouse	Night N6	5/8 pgs	1, 2, 3, 4, 7, 8, 15	56 Prospect Street

. END OF DAY #9 -- Saturday, September 19, 2015 -- 5 7/8 Pages

good day

67	EXT	BEADLES' TEA SHOP Annabelle parks her bike outside tea shop	Day D6	1/8 pgs	1	
70	EXT	BEADLES' TEA SHOP Annabelle runs out & into Billy	Day D6	5/8 pgs	1, 4	
41	EXT	BEADLES' TEA SHOP Annabelle's now outside, Billy appears	Day D4	2/8 pgs	1, 4	
39	EXT	BEADLES' TEA SHOP Billy sees Argyle & Tweed, Maddi & Jake leave	Day D4	1 pgs	1, 2, 3, 4, 7, 8	
40	INT	BEADLES' TEA SHOP Annabelle Meets the Beadles and hears about Ghosts	Day D4	3 pgs	1, 12, 13	
68	INT	BEADLES' TEA SHOP Annabelle calls out for Phoebe and Prentics	Day D6	4/8 pgs	1	
69	INT	BEADLES' TEA SHOP Annabelle meets Lillian, Phoebe & Prentice show up	Day D6	2 pgs	1, 10, 12, 13	
88	INT	BEADLES' TEA SHOP Lillian talks to Annabelle (FB to sc 69)	Day D6	1/8 pgs	1, 10	
91	INT	BEADLES' TEA SHOP Lillian speaks (FB to sc 69)	Day D6	1/8 pgs	1, 10	Innishail House

. END OF DAY #10 -- Sunday, September 20, 2015 -- 7 6/8 Pages

65	EXT	INNISHAIL HOUSE Kids step outside, their bikes are there	Day D6	7/8 pgs	1, 2, 3, 4	Innishail House
63	EXT	INNISHAIL HOUSE Burt drops kids at house, bikes are there	Day D6	4/8 pgs	1, 2, 3, 4, 5	Innishail House
8	EXT	INNISHAIL HOUSE Arrive at Innishail House, Anabelle sees something...	Day D1	1 1/8 pgs	1, 5, 6	Innishail House
101	EXT	INNISHAIL HOUSE Packing the car, Meredith shares her secret with Burt	Day D7	2 pgs	5, 6	Innishail House

. END OF DAY #11 -- Monday, September 21, 2015 -- 4 4/8 Pages

49	EXT	INNISHAIL HOUSE They arrive at Innishail, Billy hesitates out front	Night	N5	6/8 pgs	1, 2, 3, 4	Innishail House
96	EXT	INNISHAIL HOUSE Annabelle tells them she still has the real key	Night	N6	4/8 pgs	1, 2, 3, 4	Innishail House
90	EXT	INNISHAIL HOUSE Billy looks up at Innishail House (FB to sc 49)	Night	N5	1/8 pgs	1, 2, 3, 4	Innishail House
87	EXT	INNISHAIL HOUSE White Widow on widow's walk (FB to sc 49)	Night	N5	1/8 pgs	10	Innishail House
9	INT	INNISHAIL HOUSE - ENTRY Annabelle enters house, see fireplace	Day	D1	1/8 pgs	1, 5, 6	Innishail House
10	INT	INNISHAIL HOUSE - KEEPING RM Annabelle sees portraits, takes pics	Day	D1	3/8 pgs	1, 5, 6	Innishail House
26	INT	INNISHAIL HOUSE - KITCHEN Annabelle comes in, Dad shows her pic of Atheneum	Day	D3	1 2/8 pgs	1, 5, 6	Innishail House
14	INT	INNISHAIL HOUSE - DEN Dad asks about book, Mom happy about bike	Dusk	D1	1 pgs	1, 5, 6	Innishail House
. END OF DAY #12 -- Wednesday, September 23, 2015 -- 4 2/8 Pages							
25	INT	INNISHAIL HOUSE - ANABELLE'S RM Annabelle wakes up, two photos have fallen	Dawr	Dwn3	3/8 pgs	1	Innishail House
19	INT	INNISHAIL HOUSE - ANABELLE'S RM Annabelle puts photos up on walls, studies	Dusk	Eve2	1/8 pgs	1	Innishail House
24	INT	INNISHAIL HOUSE - ANABELLE'S RM Annabelle sees Ghost out window	Night	N2	4/8 pgs	1	Innishail House
43	INT	INNISHAIL HOUSE - ANABELLE'S RM Annabelle looks out, but no Lillian, then Dad scares her	Night	N4	6/8 pgs	1, 5	Innishail House
20	INT	INNISHAIL HOUSE - ANABELLE'S RM Annabelle wakes, heads into hallway	Night	N2	1/8 pgs	1	Innishail House
16	INT	INNISHAIL HOUSE - ANABELLE'S RM Annabelle hangs photos, flips thru book	Night	N1	4/8 pgs	1	Innishail House
15	INT	INNISHAIL HOUSE - 2ND FL HALL Annabelle hears creaking, sees rocker	Night	N1	2/8 pgs	1	Innishail House
21	INT	INNISHAIL HOUSE - 2ND FL HALL Annabelle hears footsteps, gets scared, drops phone	Night	N2	3/8 pgs	1	Innishail House
22	INT	INNISHAIL HOUSE - VARIOUS Scared Annabelle runs, gets lost	Night	N2	2/8 pgs	1	Innishail House
64	INT	INNISHAIL HOUSE - KEEPING RM Mom tells about strange men, says Phoebe called	Day	D6	1 3/8 pgs	1, 2, 3, 4, 6	Innishail House
102	EXT	INNISHAIL HOUSE - WIDOW'S WALK Anabelle, Maddi & Jake decide the story isn't over...	Day	D7	1 3/8 pgs	1, 2, 3	Innishail House

END OF DAY #13 -- Thursday, September 24, 2015 -- 6 Pages

23	INT	INNISHAIL HOUSE - KEEPING RM Meredith finds Annabelle	Night D2	5/8 pgs	1, 6	Innishail House
50	INT	INNISHAIL HOUSE - KEEPING RM They read the poem, find the old movie	Night N5	7/8 pgs	1, 2, 3, 4	
97	INT	INNISHAIL HOUSE - KEEPING RM Burt has real key, Billy tells story	Night N6	2 5/8 pgs	1, 2, 3, 4, 5, 6	Innishail House
98	INT	INNISHAIL HOUSE - KEEPING RM (c19 Meet the Caulfields	Night N6	6/8 pgs	1, 2, 4, 5, 10, 11	Innishail House
99, 100	EXT	SECRET COVE They say goodbye to Caulfields	Night N6	1 6/8 pgs	1, 2, 3, 4, 5, 6, 10, 11	Secret Cove

END OF DAY #14 -- Friday, September 25, 2015 -- 6 5/8 Pages

2nd Unit and unscheduled

51pt	INT	MOVIE The Curious Voyage of the Ontario	Day	1 6/8 pgs	10, 11	
89	EXT	THE ONTARIO Arthur seals message in a bottle (FB to sc 51)	Night	1/8 pgs	11	Deck of The Ontario
61pt	EXT	SEA The Ontario on the sea, seen through spyglass	Night	pgs		
54pt	EXT	LIGHTHOUSE Establishing - Thick fog has covered the island	Night N5	1/8 pgs		

2015 VERIZON COMMENT ON UNION STREET
JOINT VERIZON/NGRID UTILITY PETITION PLAN # 2015-16
FOR BOS PUBLIC HEARING

TYPE: Joint Utility Petition: Pole Relocation

APPLICANT: Verizon/NGRID Plan # 2015-16

SITE ADDRESS: Union Street

HEARING DATE: 7/22/15 - Continued to 8/19/15

VERIZON: Daryl Crossman, Right of Way, Taunton MA office

As this time, Barry Maffini from UCS (Verizon vendor) will be attending this hearing on August 19, 2015. In the meantime, I will try to answer that were sent to me as best I can.

To the best of my understanding, this utility request was initiated by the abutter at 11 Union Street to relocate pole 37/6 for a proposed new driveway. The abutter is paying for this relocation of facilities. Verizon has no knowledge as to curb cut or parking spaces as that would be a question for the property owner.

Relocated pole will be in line with other poles as necessary.

Verizon will try its' best to adhere to conditions requested by the Town.

I am not aware of any underground structures requested.

NGRID: Chris Raymond

This is Verizon's maintenance area and they will be responsible for the pole set. The maintaining party is typically the party that represents the pole petitions.

NGRID: Fabio Santos, Engineer

Verizon is responsible for the pole replacement and restoration. NGRID will be performing transfer of the existing facilities from the old pole to the new pole. The work has not yet been scheduled but if approved NGRID will get the transfer done as soon as possible, but I do not believe it will happen until September. At this point we do not see a need for a planned power outage to perform the transfers. For that reason no formal communications will be done with the customers on the street. A temporary road closing may be needed to set up line trucks positions and operations will follow operating protocol. The work will take approximately 6-8 hours to complete and there will be plenty of visibility and cones marking work area. The opposite side of the street should be available for general traffic. Any other information pertaining to parking and curb cuts should be provided by the home owner requesting this work.

2015 DEPARTMENTAL COMMENT ON UTILITY PETITIONS
FOR BOS PUBLIC HEARINGS

TYPE: Utility Petition: JOINT & IDENTICAL POLE LOCATIONS

APPLICANT: VERIZON/NGRID JOINT PLAN #2015-16

SITE ADDRESS: Union Street

HEARING DATE: 7/22/2015

NPD: Questions:

1. Has a curb cut been granted for new driveway at the location?
2. Will this work result in the loss of 1 or more parking spaces on Union St.?
3. Will the work be done in Summer or Fall 2015? *W. Pittman*

NFD: No issues with Fire Department. *M. McDougall*

PLANNING: There must be a minimum of 36 inches of clear width in the sidewalk for the relocation. *M. Burns*

DPW: The brick sidewalk must be replaced by the utilities as soon as the pole is reset. **K. Buzanoski**

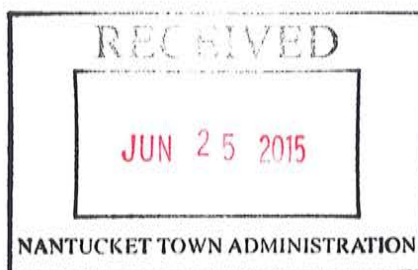
WW: Wannacomet Water has no objections to this petition but does have water services in the area that will be marked out in blue as of July 14. **R. Gardner**

D. FREDERICKS: 1. When will this work be done and will this work require **Road Closing Permit**? If the answer is July or August and "Yes" to the Road Closing Permit, can it wait to be done in September?

2. What is the utilities plan for communicating with Union street residents, DPW, NPD and NFD in advance of start of work? Who is the utility contact?

3. Given pedestrian traffic on Union Street, what is the timeline for restoration?

4. All underground structures, Hand Holes and supporting equipment must be installed flush with existing finish grade and restoration must occur immediately upon completion of proposed work.



385 Myles Standish Blvd
Taunton, MA 02780-7327

Outside Plant Network Engineering

March 13, 2015

Town of Nantucket
Attn: Board of Selectmen
16 Broad Street
Nantucket, MA 02554

Dear Selectmen,

Enclosed you will find petition MA 2015-16 from Verizon New England Inc. and Nantucket Electric Company proposing to relocate – pole 37/6 - on Union St in Nantucket, MA. Please present at your next Board meeting for usual course of action relative to granting.

This petition does require a hearing and notice to the abutters.

Sincerely,

Verizon New England Inc.
Attn: Daryl Crossman - ROW
385 Myles Standish Blvd
Taunton, MA 02780

(508) 884-4991 - Office
(508) 823-2361 – Fax
daryl.crossman@verizon.com - Email

PETITION FOR JOINT OR IDENTICAL POLE RELOCATION

March 13, 2015

To the Board of Selectmen

in NANTUCKET, Massachusetts

VERIZON NEW ENGLAND INC. and NANTUCKET ELECTRIC COMPANY request permission to locate poles, wires, cables and fixtures including the necessary anchors, guys and other such sustaining and protecting fixtures to be owned and used in common by your petitioners, along and across the following public way or ways:

The petition proposes to relocate pole 37/6 approximately 6' Northerly on Union Street.


This work is being requested by the abutting property owner to accommodate a new driveway.

Wherefore they pray that after due notice and hearing as provided by law, they be granted joint or identical locations for and permission to erect and maintain poles, wires and cables, together with anchors, guys and other such sustaining and protecting fixtures as they may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked-VZ N.E. Inc. No. **MA2015-16** Dated **March 11, 2015**

Also for permission to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioners agree that space shall be reserved and maintained for the limited purpose of attaching one-way low voltage fire and police signaling wires owned by the municipality or governmental entity for public safety purposes only.

VERIZON NEW ENGLAND INC.

By 
Rights of Way- Agent

Dated this 13 day of MAR, 2015.

NANTUCKET ELECTRIC COMPANY

By 
Rights of Way - Agent

Dated this 1 day of June, 2015

ORDER FOR JOINT OR IDENTICAL POLE RELOCATIONS

By the Board of Selectmen of the Town of **NANTUCKET**, Massachusetts.

Notice having been given and a public hearing held, as provided by law,
IT IS HEREBY ORDERED:

that **VERIZON NEW ENGLAND INC.** and **NANTUCKET ELECTRIC CO.** be and they are hereby granted joint or identical locations for and permission to erect and maintain poles and their respective wires and cables to be placed thereon, together with anchors guys and other such sustaining and protecting fixtures as said Companies may deem necessary, in public way or ways hereinafter referred to, as requested in petition of said Companies dated the **13th** day of **MARCH, 2015**.

The petition proposes to relocate pole 37/6 approximately 6' Northerly on Union Street.

This work is being requested by the abutting property owner to accommodate a new driveway.

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber, and reasonably straight and shall be set substantially at the points indicated upon the plan marked-VZ N. E. Inc. No. **2015-16** in a package Dated **3/11/2015** - filed with said petition.

The following are the public ways or parts of ways along which the poles above referred to may be erected, and the number of poles, which may be erected thereon under this order:

One (1) pole on Union Street

Also that permission be and hereby is granted to each of said Companies to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the Selectmen in the Town of **NANTUCKET**, Massachusetts held on the 22nd day of July 2015.

Clerk of Selectmen

We hereby certify that on July 22 2015, at 6:00 o'clock P. m., at the _____ a public hearing was held on the petition of the VERIZON NEW ENGLAND INC. and NANTUCKET ELECTRIC COMPANY for permission to erect the poles, wires, cables, fixtures and connections described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Companies are permitted to erect poles, wires, cables, fixtures and connections under said order. And that thereupon said order was duly adopted.

Selectmen of the Town of **NANTUCKET**, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of a joint location order and certificate of hearing with notice adopted by the Town Council of the Town of **NANTUCKET**, Massachusetts, on the _____ day of _____ 2014, and recorded with the records of location orders of said Town, Book _____, Page _____. this certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:

Town Clerk



PETITION PLAN

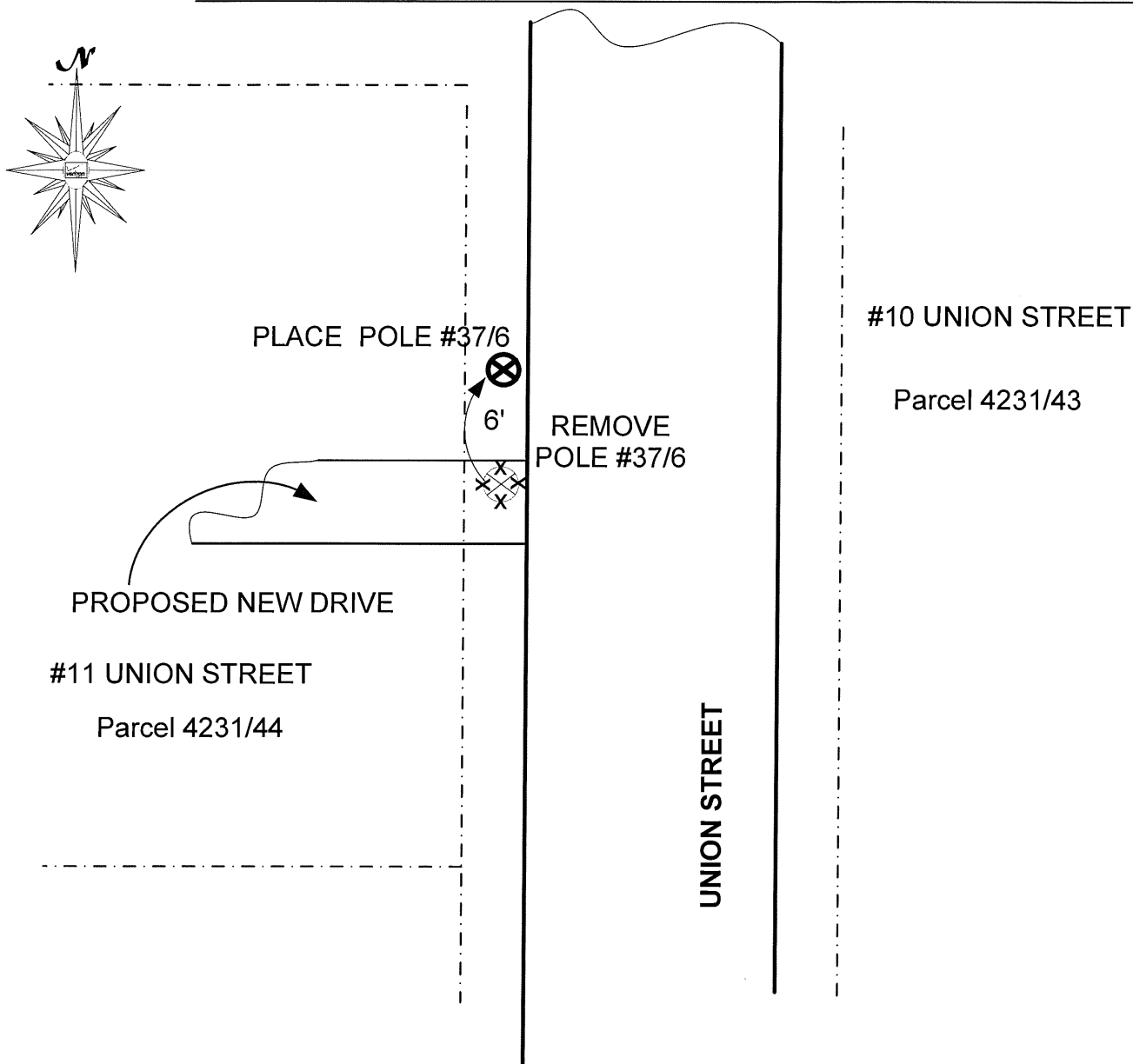
NANTUCKET

NO. MA2015-16

VERIZON NEW ENGLAND, INC and NANTUCKET ELECTRIC COMPANY

DATE : MARCH 11, 2015

SHOWING RELOCATION OF POLE #37/6 UNION STREET



LEGEND			
	PROPOSED VERIZON POLE		EXISTING JOINTLY OWNED POLE TO REMAIN
	VERIZON POLE TO BE REMOVED		POWER CO. POLE TO BE REMOVED
	VERIZON POLE TO REMAIN		EXISTING JOINTLY OWNED POLE TO BE REMOVED
	PROPOSED JOINTLY OWNED POLE		EXISTING POWER CO. POLE TO BE HELD JOINTLY
	EXISTING VERIZON MANHOLE		PROPOSED VERIZON MANHOLE
	EXISTING VERIZON CONDUIT		PROPOSED VERIZON CONDUIT
			PROPOSED VERIZON CABINET

2015 DEPARTMENTAL COMMENT ON UTILITY PETITIONS
FOR BOS PUBLIC HEARINGS

TYPE: Utility Petition: Manhole and Duct Locations

APPLICANT: National Grid Plan #18189091

SITE ADDRESS: Ticcoma Way

HEARING DATE: 8/19/15

NPD: No issues per NPD. *W. Pittman*

NFD: No issues with Fire Department. *M. McDougall*

PLANNING: No comments received. *L. Snell*

DPW: Utility should bore under road; if not possible and a trench cut is required then the trench needs to be backfilled with flowable fill. *S. Genao*

WW: Wannacomet Water has no objections to this petition. However, we ask to be notified 48 hours before the start of the work so that we may mark out the water utilities. *R. Gardner*

D. FREDERICKS: The road (Ticcoma Way) is in great shape. I would confirm if they plan to drill under (the road) rather than cut the road.

ORDER FOR MANHOLE AND DUCT LOCATIONS

Nantucket MA02554

June 30, 2015

By the Board of Selectmen
of the Town of Nantucket, Massachusetts

Notice having been given and public hearing held, as provided by law,
IT IS HEREBY ORDERED:

that **NANTUCKET ELECTRIC COMPANY** be and they are hereby granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as said Company may deem necessary, in the public way or ways hereinafter referred to, and to make the necessary house connections along said extensions, as requested in petition of said Company dated the **30th day of June, 2015**

Said underground electric conduits shall be located substantially in accordance with the plan filed herewith marked—

NANTUCKET ELECTRIC COMPANY

Plan No. **18189091** Dated: **06/01/2015**

The following are the public ways or parts of ways along which the underground electric conduits above referred to may be laid—

Ticcoma Way

NGRID request to install 50 feet of 2-3" conduits under pavement across Ticcoma Way from existing transformer T9, Install 210 feet of 2-3" conduits in the grass along side walk, Install 2 Hand Holes #9-1 and #9-2 on public way to feed new customers #16, #18, #20 Ticcoma Way.

Also, there shall be a reservation of one (1) underground conduit for the fire, police, telephone, internet and telegraph signal wires belonging to and used by the municipality for any municipal purpose.

I hereby certify that the foregoing order was adopted at a meeting of the Board of Selectmen of the Town of Nantucket, Massachusetts, held on the 19th day of AUGUST, 2015.

Clerk of Selectmen

Received and entered in the records of location orders of the Town of Nantucket, Massachusetts

Book: _____ Page: _____

Attest: _____



Town Clerk

I hereby certify that on August 19, 2015 at 6:00 PM, at the Public Safety Facility,
4 Fairgrounds Road, Nantucket, MA a public hearing was held on the petition of

NANTUCKET ELECTRIC COMPANY

for permission to excavate the public highways and to run and maintain underground electrical conduits described in the order herewith recorded, and that I mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to erect poles, wires and fixtures under said order. And that hereupon said order was duly adopted.

Selectmen of the Town of
Nantucket, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the Board of Selectmen of the Town of Nantucket, Massachusetts, on the _____ day of _____ 2015 and recorded with the records of location orders of said Town, Book _____, Page _____.

This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest: _____

Town Clerk



Pole & UG Petition/Permit Request Form

City
Town of Nantucket WR # 18189091
(circle one)

Install _____ SO
(quantity) JO Poles on _____
(circle one) (street name)

Remove _____ SO
(quantity) JO Poles on _____
(circle one) (street name)

Relocate _____ SO
(quantity) JO Poles on _____
(circle one) (street name)

Beginning at a point approximately _____ feet _____ of the centerline
(distance) (compass heading)
of the intersection of _____
(street name)

and continuing approximately _____ feet in a _____ direction.
(distance) (compass heading)

Install underground facilities:

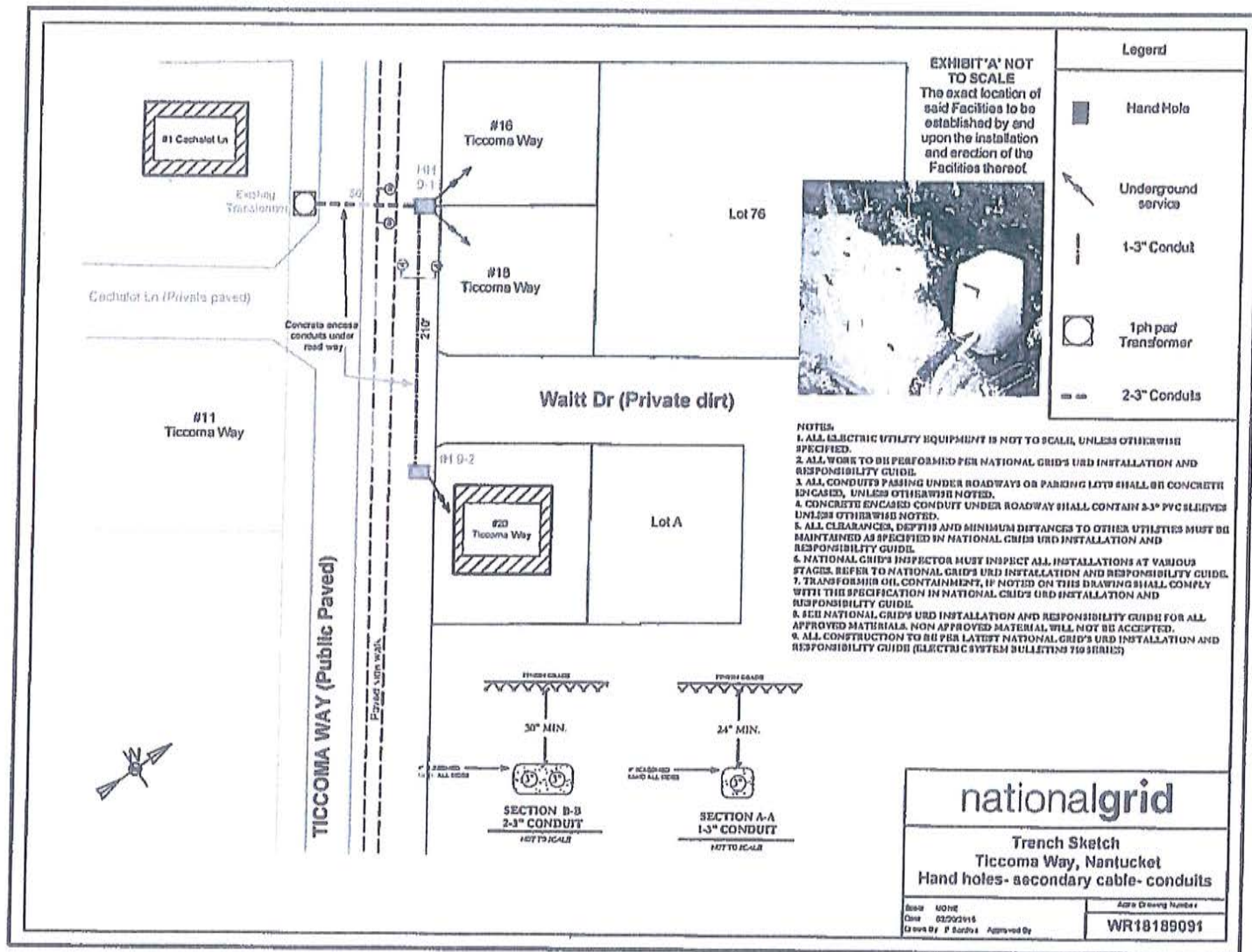
Street(s) Ticcoma Way

Description of Work:

Ngrid/Customer to install 50 feet of 2-3" conduits under pavement across Ticcoma way- from existing transformer T9, Install 210 feet of 2-3" conduits in the grass along side walk, also install 2 hand holes 9-1 and 9-2 on public way to feed new customers #16, #18, #20 Ticcoma way.

ENGINEER Fabio Santos

DATE 06/01/2015



2015 DEPARTMENTAL COMMENT ON UTILITY PETITIONS
FOR BOS PUBLIC HEARINGS

TYPE: Utility Petition: Manhole and Duct Locations

APPLICANT: National Grid Plan #18278907

SITE ADDRESS: MILL HILL LANE

HEARING DATE: 8/19/2015

NPD: No issues per NPD. *W. Pittman/
C. Gibson*

NFD: No issues per Fire Chief. *M. McDougall*

PLANNING: I have attached a draft plan for a new bike path that will be located near the corner of Mill Hill Lane and Old Farm Road (approximately 8 feet from the property line at 19 Mill Hill Lane). The proposed hand hole at the corner should be located within this 8 foot buffer to ensure it will not be in the alignment of the proposed bike path. *M. Burns*

DPW: So long as the utility does not cut or otherwise change the road/p avement, DPW has no issues. *S. Genao*

WW: Wannacomet Water has no objections to this petition. *R. Gardner*

D. FREDERICKS: No comments received.

ORDER FOR MANHOLE AND DUCT LOCATIONS

Nantucket MA02554

June 30, 2015

By the Board of Selectmen
of the Town of Nantucket, Massachusetts

Notice having been given and public hearing held, as provided by law,
IT IS HEREBY ORDERED:

that **NANTUCKET ELECTRIC COMPANY** be and they are hereby granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as said Company may deem necessary, in the public way or ways hereinafter referred to, and to make the necessary house connections along said extensions, as requested in petition of said Company dated the **30th day of June, 2015**

Said underground electric conduits shall be located substantially in accordance with the plan filed herewith marked—

NANTUCKET ELECTRIC COMPANY

Plan No. **18278907** Dated: **06/01/2015**

The following are the public ways or parts of ways along which the underground electric conduits above referred to may be laid—

Mill Hill Lane

NGRID request to install 230 feet of 2-3" conduit along dirt side of Mill Hill Lane from existing transformer, also to install heavy duty Hand Hold at corner of Old Farm Road to feed a new private subdivision.

Also, there shall be a reservation of one (1) underground conduit for the fire, police, telephone, internet and telegraph signal wires belonging to and used by the municipality for any municipal purpose.

I hereby certify that the foregoing order was adopted at a meeting of the Board of Selectmen of the Town of **Nantucket**, Massachusetts, held on the _____ day of _____, 2015.

Clerk of Selectmen

Received and entered in the records of location orders of the Town of Nantucket, Massachusetts

Book: _____ Page: _____

Attest: _____



Town Clerk

I hereby certify that on _____, 2015 at 6:00 PM, at the Public Safety Facility,
4 Fairgrounds Road, Nantucket, MA a public hearing was held on the petition of

NANTUCKET ELECTRIC COMPANY

for permission to excavate the public highways and to run and maintain underground electrical conduits described in the order herewith recorded, and that I mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to erect poles, wires and fixtures under said order. And that hereupon said order was duly adopted.

Selectmen of the Town of
Nantucket, Massachusetts



CERTIFICATE

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the Board of Selectmen of the Town of Nantucket, Massachusetts, on the _____ day of _____ 2015 and recorded with the records of location orders of said Town, Book _____, Page _____.

This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest: _____

Town Clerk

Pole & UG Petition/Permit Request Form

City
Town of Nantucket WR # 18278907
(circle one)

Install _____ SO
(quantity) JO Poles on _____
(circle one) (street name)

Remove _____ SO
(quantity) JO Poles on _____
(circle one) (street name)

Relocate _____ SO
(quantity) JO Poles on _____
(circle one) (street name)

Beginning at a point approximately _____ feet _____ of the centerline
(distance) (compass heading)

of the intersection of _____
(street name)

and continuing approximately _____ feet in a _____ direction.
(distance) (compass heading)

Install underground facilities:

Street(s) Mill Hill Ln

Description of Work:

Ngrid/Customer to install 230 feet of 2-3" conduits along dirt side of Mill Hill Ln from existing transformer, also install heavy duty hand hole at corner of Old Farm Rd- to feed new private subdivision.

ENGINEER Fabio Santos

DATE 06/01/2015

2015 DEPARTMENTAL COMMENT ON UTILITY PETITIONS
FOR BOS PUBLIC HEARINGS

TYPE: Utility Petition: Manhole and Duct Locations

APPLICANT: National Grid Plan #19045279

SITE ADDRESS: Grand Avenue (Siasconset)

HEARING DATE: 8/19/15

NPD: No issues per NPD.

*W. Pittman/
C. Gibson*

NFD: No issues with Fire Department.

M. McDougall

PLANNING: No comments received.

L. Snell

DPW: Utility should bore under the road; if not possible and a trench cut is required, then the trench needs to be backfilled with flowable fill.

S. Genao

WW: Siasconset Water Department has no objections to this petition. However, we ask that Wannacomet Water be notified at least 48 hours before the start of work so that we may mark out the water utilities.

R. Gardner

D. FREDERICKS: No comments received.

ORDER FOR MANHOLE AND DUCT LOCATIONS

Nantucket MA02554

June 16, 2015

By the Board of Selectmen
of the Town of Nantucket, Massachusetts

Notice having been given and public hearing held, as provided by law,
IT IS HEREBY ORDERED:

that **NANTUCKET ELECTRIC COMPANY** be and they are hereby granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as said Company may deem necessary, in the public way or ways hereinafter referred to, and to make the necessary house connections along said extensions, as requested in petition of said Company dated the **16th day of June, 2015**

Said underground electric conduits shall be located substantially in accordance with the plan filed herewith marked—

NANTUCKET ELECTRIC COMPANY

Plan No. **19045279** Dated: **06/02/2015**

The following are the public ways or parts of ways along which the underground electric conduits above referred to may be laid—

Grand Avenue

NGRID is requesting to install Hand Hole 316-1 on the side of Grand Avenue and 1-3" conduit from manhole 316 Grand Avenue 23' west across Grand Avenue then 84' south along the side of Grand Avenue to Hand Hole 316-1.

Also, there shall be a reservation of one (1) underground conduit for the fire, police, telephone, internet and telegraph signal wires belonging to and used by the municipality for any municipal purpose.

I hereby certify that the foregoing order was adopted at a meeting of the Board of Selectmen of the Town of Nantucket, Massachusetts, held on the 19th day of August, 2015.

Clerk of Selectmen

Received and entered in the records of location orders of the Town of Nantucket, Massachusetts

Book: _____ Page: _____

Attest: _____

Town Clerk



I hereby certify that on August 19, 2015 at 6:00 PM, at the Public Safety Facility,
4 Fairgrounds Road, Nantucket, MA a public hearing was held on the petition of

NANTUCKET ELECTRIC COMPANY

for permission to excavate the public highways and to run and maintain underground electrical conduits described in the order herewith recorded, and that I mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to erect poles, wires and fixtures under said order. And that hereupon said order was duly adopted.

Selectmen of the Town of
Nantucket, Massachusetts



CERTIFICATE

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the Board of Selectmen of the Town of Nantucket, Massachusetts, on the _____ day of _____ 2015 and recorded with the records of location orders of said Town, Book _____, Page _____.

This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest: _____

Town Clerk

Pole & UG Petition/Permit Request Form

City
Town of Nantucket WR # 19045279
(circle one)

Install _____ SO
(quantity) JO Poles on _____
(circle one) (street name)

Remove _____ SO
(quantity) JO Poles on _____
(circle one) (street name)

Relocate _____ SO
(quantity) JO Poles on _____
(circle one) (street name)

Beginning at a point approximately _____ feet _____ of the centerline
(distance) (compass heading)

of the intersection of _____
(street name)

and continuing approximately _____ feet in a _____ direction.
(distance) (compass heading)

Install underground facilities:

Street(s) Grand Ave

Description of Work:

Install handhole 316-1 on the side of Grand Ave and 1-3" conduit from manhole 316 Grand Ave 23' west across Grand Ave then 84' south along the side of Grand Ave to handhole 316-1 as shown on sketch 19045279.

ENGINEER S.Breton

DATE 6-2-15



Main Sias St

Ocean Ave

1 Grand Ave

10 Main St

23' +/-

MH 316

Gully Rd

3 Grand Ave

84' +/-

2 Gully Rd

1-3" conduit

Low Beach Rd

HH 316-1

5 Grand Ave

Grand Ave

Legend

manhole



handhole



conduit



electric service



nationalgrid

petition sketch
5 Grand Ave Nantucket

Scale: NONE
Date: 5-19-15
Drawn By: S.Breton

Actrix Drawing Number

19045279

2015 DEPARTMENTAL COMMENT ON MODIFICATION OF
ENTERTAINMENT LICENSE FOR BOS PUBLIC HEARINGS

TYPE: ENTERTAINMENT LICENSE (Modification To Add a DJ)

APPLICANT: B-ACK YARD BBQ

SITE ADDRESS: 20 Straight Wharf

HEARING DATE: 8/19/15

NPD: Must comply with 10:00PM Noise By-law. *C. Gibson*

NFD: This building has a sprinkler system. Occupancy level of 80 does not require Crowd Manager Training. If the establishment adds to their occupancy number in the future NFD will re-evaluate the Crowd Manager Training requirement. The fire alarm system will need an upgrade/electrical breaker in place to shut down the music when the fire alarm activates. Fire Alarm Supt. Bates will work with the owner to install the upgrade. The upgrade process is fairly straightforward, therefore I would not let it interfere with the application process. *M. McDougall*

HEALTH: No concerns received from Health. *A. Crowley*

BUILDING: I have no issues or concerns. COI is valid to 6/30/15; allowable occupant load is 80 for the 1st floor restaurant. *S. Butler*

ZBA: The use in question is no longer in the jurisdiction of ZBA, as the Planning Board is the Special Permit Granting authority for all commercial uses which require relief by virtue of passage of Article 68 at 2015ATM. However, the existing ZBA Decision, granted in 2013 to allow alterations and renovations to the structure and the use, contains no conditions which restrict the Entertainment aspect of the commercial operation on the premises. I did not find any Planning Board decisions pertaining to this locus. Therefore such a modification of the existing Entertainment license does NOT require relief or approval from the ZBA. *E. Antonietti*

To Whom it may concern,

My name is Denise Corson. I am an owner at B-ACK Yard BBQ. I am looking to amend my current entertainment license. The current license allows for Live Instrumental Music with 4-6 Instruments; Live Vocal Music with 1-3 vocalists; Radio and 11 TVs larger than 27"; In-House Sound and Amplifier when necessary. Hours 11am – 1am. We would like to add the ability to utilize a DJ. We have had private functions that have requested the use of one and would like to provide that option. It was not our original intent to have a DJ, as it does not represent the environment we were looking for. But, on special occasions for private functions we want to provide the best night possible for guests that want to share their memories with us and would not like to lose the revenue.

Thank you,



Denise Corson
B-ACK Yard BBQ

denise@ackbackyard.com
c(508)221-7453

FOR MODIFICATION OF EXISTING ENTERTAINMENT LICENSE

IMPORTANT: ENTER THE ITEMS IN RED PEN THAT YOU WISH TO ADD OR CHANGE
ON YOUR CURRENT LICENSE

TOWN AND COUNTY OF NANTUCKET

APPLICATION FOR LIVE AND NON-LIVE ENTERTAINMENT LICENSE

Please complete this application, sign, date and return with all requested documents to the Board of
Selectmen's Office, 16 Broad Street, Nantucket, MA 02554. Office hours: Monday-Friday 8:00AM – 4:00PM

1. Specifically exactly where on the premises you wish to have Entertainment (Indoors, Outdoors)

Indoors near right of dining room

Please check the categories of Entertainment for which you are applying:

2. Instrumental Music ☒ Types of Instruments: guitar, bass, viola, accordion, percussion, keyboard, saxophone
Number of Instruments? 4-6
3. Vocal Music ☒ How many Vocalists? 1-3
4. Disc Jockey ☒ Karaoke ☐
5. Dancing by Patrons ☐ Size of Dance Floor? _____
6. Exhibition or Trade Show ☐ Please describe _____
7. Movie Theatre ☐ Number of Screens? _____
8. Stage Plays ☐ Number of Stages? _____
9. Radio ☒ DMX ☐ CD Player ☐ i-Pod ☒
10. Widescreen TV (Larger than 27") ☒ Number of Widescreen TV's? 11
11. If a Floor Show, please describe (i.e. Comedian, Dance performance) _____

LICENSE MANAGER OF RECORD

1. Proposed Manager of Record Denise Corson Email: denise@backyard.com
2. Home Address 65.5 Sunside Rd Nantucket, MA
3. Telephone Number (508) 221-7453 SSN [REDACTED]
4. Date of Birth [REDACTED] Place of Birth [REDACTED]
5. Mother's Maiden Name [REDACTED]

WITHIN THE PAST SEVEN (7) YEARS, HAS THE PROPOSED MANAGER BEEN
CONVICTED OF A FELONY OR A VIOLATION OF A STATE OR FEDERAL NARCOTICS LAW?

Yes: (Please explain) _____

No: (✓)

OPERATIONS

- 1) Proposed capacity of premises: 120
2) Number of Restrooms 3 Number of Egresses 3
3) Days/Hours of Operation for Liquor License? Mon - Sunday
4) Days/Hours of Operation for CV License? Mon-Sunday 11³⁰am - 12³⁰am
5) a. Number of employees on premises during peak hours? 12
b. Number of employees on premises at any given time? 10
c. Number of Managers or designated person in charge at any given time? 2

BUSINESS ORGANIZATION

Please check the applicable section:

1. The business for which this application is being filed is a:
() Sole Proprietorship (Please state owner's name) _____
() Partnership (List Partner names) _____
(A) Corporation, LLC (If the applicant is a corporation, give the name and home address of each Officer,
Director and Shareholder and the % of stock held by each person) Frederick Bisaulon 50% MAG / MBR
65.5 Sunside Rd. Denise Corson 50% MBR
Nantucket, MA 02554 50%

12. Will Entertainment be amplified through speakers or sound system? Yes X No _____

If YES, please explain. Hoose sound as a rule amplifiers if

necessary

13. If athletic event(s) are to be held, please describe _____

14. Will an admission/cover fee be charged? Yes X No _____ (not usually but optional)

15. Hours during which Entertainment will be offered?

Monday	From <u>11 am</u>	To <u>1 am</u>
Tuesday	From <u>11 am</u>	To <u>1 am</u>
Wednesday	From <u>11 am</u>	To <u>1 am</u>
Thursday	From <u>11 am</u>	To <u>1 am</u>
Friday	From <u>11 am</u>	To <u>1 am</u>
Saturday	From <u>11 am</u>	To <u>1 am</u>
Sunday	From _____	To _____

16. Please list all other licenses associated with the premises:

C.V. license, all alcoholic bev license, Sunday entertainment

BUSINESS ORGANIZATION

1. Name of Corporation/LLC (If applicable) Sunside Smokehouse LLC
2. D/B/A (Business Name) B-ACK Yard BBQ
3. Business Address 20 Straight Wharf Nantucket, MA 02554
4. Business Telephone (Premises) 508-228-0227 Email: info@ackbackyard.com
5. Business Attorney's Name Michael Wilson Telephone: 228-1929

2. Employer EIN/FID: 464066294
3. If new ownership, please indicate previous d/b/a, owner and date you assumed ownership N/A
4. Was there an approved transfer of an Alcoholic Beverages or CV license within the past 12 months?
Y ☒ N If YES, when? _____
5. Do you have any financial or corporate relationship with the prior owner? Y ☒ N
If YES, please describe: _____
6. Does any person who holds direct or indirect interest in this premises hold direct or indirect interest in any other premises which has an Entertainment license in the Town of Nantucket?
Y ☒ N If YES, please describe: _____
7. Has any person who holds direct or indirect interest in the premises ever been denied an Entertainment license or had an Entertainment license suspended, revoked, or voluntarily surrendered an Entertainment license in any jurisdiction? Y ☒ N If YES, please attach an explanation on a separate page with dates and the name of the person with the aforementioned interest.
8. Has the applicant, or officer of the applicant: (If YES, please attach an explanation.)
a. Been convicted of a felony in the past seven (7) years? Y ☒ N
b. Held any interest in an Alcoholic Beverage or CV license which has been suspended or revoked or voluntarily surrendered? Y ☒ N
c. Have any knowledge of illegal activity by its principals which may effect this license or the licensed premises? Y ☒ N

STATEMENT OF APPLICANT

Under the pains and penalties of perjury, I affirm that the preceding answers are true to the best of my knowledge and belief, and that there are no other indirect interests in this license other than those indicated in this application.

Signature of Applicant: [Signature] Date: 1/24/15

Print Applicant's Full Name: Denise Corson

Applicant's Relationship to Business: owner - MBR

TOWN OF NANTUCKET

Approved: YES _____ NO _____ Date: _____

Licensing Board Conditions/Restrictions/Comments: _____

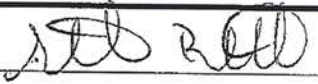
* 254.20 15m Legal Notice * 2495
* 20.00 TON Fee * 2491





The Commonwealth of Massachusetts
Town of Nantucket
Certificate of Inspection

In accordance with 780 CMR, Chapter 1 (*The Eighth Edition of the Massachusetts State Building Code*) and Chapter 304 of the Acts of 2004 (*an Act to further enhance fire and life safety*), this certificate of inspection is issued to the premise or structure or part thereof as herein identified.

Issued to	Name of Establishment					Certificate No.
	B-ACK Yard BBQ					275-15
Located at	Property Address					Certificate Expiration
	20 Straight Wharf					06/30/16
Use Group Classification(s)	Basement	First Floor	Second Floor	Third Floor	Fourth Floor	Other
		A-3	R-2	R-2		
Allowable Occupant Load		80	2 Units	1 Unit		
<p>This <i>certificate of inspection</i> is hereby issued by the undersigned to certify that the premise, structure or portion thereof as herein specified has been inspected for general fire and life safety features. This certificate shall be framed behind clear glass and/or laminated and posted in a conspicuous place within the space as directed by the undersigned. <i>Failure to post or tampering with the contents of the certificate is strictly prohibited.</i></p>						
Signature of Municipal Fire Chief or Designee		Signature of Municipal Building Commissioner or Designee			Date of Inspection	06/16/2015
					Date of Issuance	07/09/15

THE LICENSING BOARD FOR
THE TOWN OF NANTUCKET, MASSACHUSETTS
HEREBY GRANTS A

2015

ENTERTAINMENT LICENSE

{Seven Days}

TO:

SURFSIDE SMOKEHOUSE LLC d/b/a

B-ACK YARD BBQ

20 Straight Wharf
Nantucket, MA 02554

Hours: **11:00 AM and 1:00 AM**

Location: **RIGHT REAR CORNER OF DINING ROOM**

Live Instrumental Music with 4-6 Instruments including
Guitar, Bass, Violin, Accordion, Percussion, Key Board

Live Vocal Music with 1-3 Vocalists

Radio and 11 TV's Larger than 27"

In-House Sound System and Portable Amplifier, if Necessary

Admission Fee/Cover Charge

EXPIRES DECEMBER 31, 2015

Witness our hands, this 17th day of December 2014:

Chairman, Board of Selectmen

License Fee: \$100.00

This License Must Be Displayed in a Conspicuous Place.

Extracts from Section 183A of Chapter 140 of the General Laws:

No innholder, common victualler, keeper of a tavern, or person owning, managing, or controlling any club, restaurant or other establishment required to be licensed under section twelve of chapter one hundred and thirty-eight or under section two, twenty-one A or twenty-one E of chapter one hundred and forty, and no persons owning, managing, or controlling any concert, dance, exhibition, cabaret or public show of any description to be conducted on any premises required to be licensed under the sections described above, shall, as a part of its usual business, offer to view, set up, set on foot, maintain or carry on concert, dance, exhibition, cabaret or public show of any description, unless and until a license therefor has been issued by the licensing authorities.

**LICENSE
ALCOHOLIC BEVERAGES
076200210**

**THE LICENSING BOARD OF
THE TOWN OF NANTUCKET, MASSACHUSETTS,
HEREBY GRANTS A SEASONAL 2015**

RESTAURANT

**License to Expose, Keep for Sale, and to Sell
ALL ALCOHOLIC BEVERAGES**

**To be Drunk on the Premises
20 Straight Wharf**

**SURFSIDE SMOKEHOUSE LLC d/b/a
B-ACK YARD BBQ**

Frederick Basillon, Manager


Described Premises: Restaurant is located at 20 Straight Wharf, Nantucket MA. The restaurant has approximately 1990 sq. ft. of overall space divided as follows: Main Entrance is in the middle of the front of building on Straight Wharf. To the inside left of the doorway is a take-out area of 90 sq. ft. Attached to that is the bar area which is 345 sq. ft. To the right of that is the front dining room of 396 sq. ft. Attached to the front dining room is a mechanical storage area of 90 sq. ft. The rear dining room is 448 sq. ft. The 3 bathrooms are an overall 79 sq. ft. Behind the bathroom back wall is the kitchen which is 464 sq. ft. as well as a walk-in cooler of 56 sq. ft. The office is in the rear right corner of the kitchen and is 25 sq. ft.

This license is granted and accepted upon the express condition that the licensee shall, in all respects, conform to all the provisions of the Liquor Control Act, Chapter 138 of the General Laws, as amended and any rules or regulations made thereunder by the licensing authorities. This license is effective **April 1, 2015 through January 15, 2016**, unless earlier suspended, cancelled or revoked.

IN TESTIMONY WHEREOF, the undersigned has hereto affixed his official Signature this 18th day of March 2015.

The hours during which alcoholic beverages may be sold. In accordance with MGL Chapter 138 and amendments thereto with the provision that patrons shall not be served after 1:00AM and that patrons must be off the license premises and said premises must be closed by 1:30AM. In accordance with Article 40 ATM 2001 Chapter 86.1 Board of Health Regulations, Prohibition of Smoking in Certain Places within the Town of Nantucket applies.

This License Shall Be Displayed on the
Premises in a Conspicuous Place Where
It May be Easily Read.
License Fee: \$2900.00

Board of Selectmen

Rick Atherton, Chairman

2015-51

\$50.00

TOWN OF NANTUCKET

**This is to certify that Surfside Smokehouse LLC dba
B-ACK YARD BBQ
20 Straight Wharf, Nantucket, MA 02554**

**IS HEREBY GRANTED A
COMMON VICTUALLER'S LICENSE**

In said establishment and at that place only and expires December 31, 2015 unless sooner suspended or revoked for violation of laws of the Commonwealth respecting the licensing of common victuallers. This license is issued in conformity with the authority granted to the licensing authorities by General Laws Chapter 140 and amendments thereto. **All licensees are responsible for maintaining a clean orderly appearance daily by sweeping and disposing of all trash and debris from the sidewalk area in front of the establishment.** In testimony whereof, the undersigned has hereunto affixed his official signature.

Licensed premises
must be closed by 1:00 AM.
Date Approved: 12/17/14

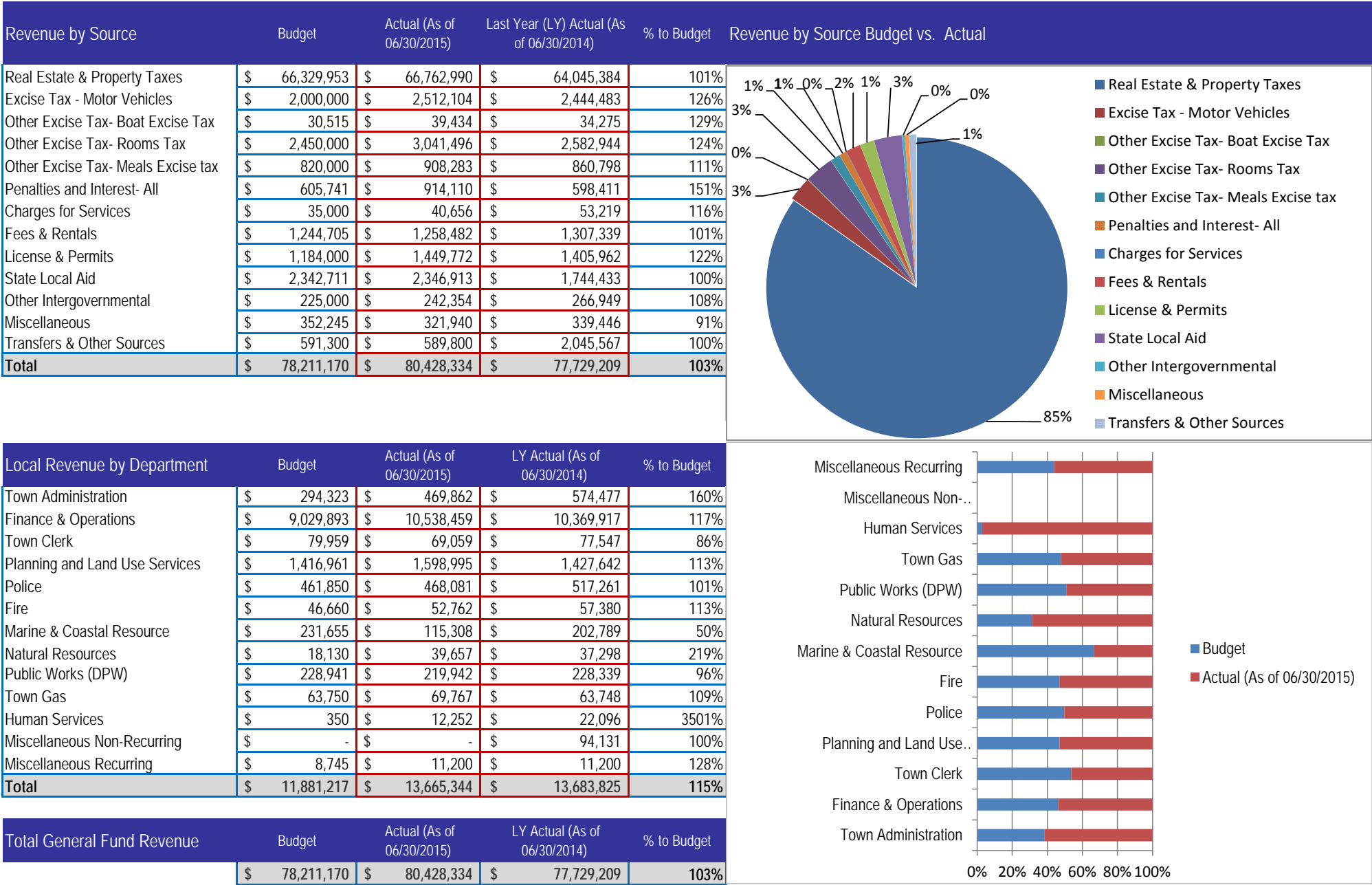
Chairman, Board of Selectmen

Rick Atherton
Rick Atherton



FY15 General Fund Update

Revenues As of June 30, 2015



Local Revenue by Department	Budget	Actual (As of 06/30/2015)	LY Actual (As of 06/30/2014)	% to Budget
Town Administration	\$ 294,323	\$ 469,862	\$ 574,477	160%
Finance & Operations	\$ 9,029,893	\$ 10,538,459	\$ 10,369,917	117%
Town Clerk	\$ 79,959	\$ 69,059	\$ 77,547	86%
Planning and Land Use Services	\$ 1,416,961	\$ 1,598,995	\$ 1,427,642	113%
Police	\$ 461,850	\$ 468,081	\$ 517,261	101%
Fire	\$ 46,660	\$ 52,762	\$ 57,380	113%
Marine & Coastal Resource	\$ 231,655	\$ 115,308	\$ 202,789	50%
Natural Resources	\$ 18,130	\$ 39,657	\$ 37,298	219%
Public Works (DPW)	\$ 228,941	\$ 219,942	\$ 228,339	96%
Town Gas	\$ 63,750	\$ 69,767	\$ 63,748	109%
Human Services	\$ 350	\$ 12,252	\$ 22,096	3501%
Miscellaneous Non-Recurring	\$ -	\$ -	\$ 94,131	100%
Miscellaneous Recurring	\$ 8,745	\$ 11,200	\$ 11,200	128%
Total	\$ 11,881,217	\$ 13,665,344	\$ 13,683,825	115%

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Miscellaneous Recurring	\$ 8,745	\$ 11,200	\$ 11,200	128%
Total	\$ 11,881,217	\$ 13,665,344	\$ 13,683,825	115%

Total General Fund Revenue	Budget	Actual (As of 06/30/2015)	LY Actual (As of 06/30/2014)	% to Budget
	\$ 78,211,170	\$ 80,428,334	\$ 77,729,209	103%

Important notes: Revenue remains a projection until certified by the Department of Revenue (DOR). Revenues are shown from two perspectives, total revenue and local revenue by department. The key difference is total revenue includes real estate and personal property tax revenue. Local revenue by department includes locally generated revenue such as fees, charges, permits, and local options tax.

Total General Fund Revenues for FY 2015 came 103% to budget and are up 3.5% as compared to FY2014. The reason is 53% increase in revenues from Penalties and Interest, a 35% growth in State Local Aid, an 18% increase in Rooms Taxes, and a 4% increase in Real Estate and Property Taxes.

The biggest increase in revenues in the Local Revenue by Department category is in the Planning and Land Use Services Department Revenues (which includes Planning, Building, Health and Historic District Commission) are up 12% due to a \$113,796 (13%) increase in Building Permit Revenues, a \$36,023 (46%) increase in revenues from Wiring Inspection Fees and a \$ 6,938 (7%) growth in revenues from Plumbing Inspection Fees.

The biggest decline in revenues in the Local Revenues by Department category is in Town Administration, where revenues are down 18% in FY2015 as compared to FY2014 due to a \$86,825 (29%) drop in liquor license revenues. This is a timing difference, which occurred as a result of FY2013 revenues being collected and posted in July, thus becoming part of the FY2014 revenue totals. These timing differences should not occur in the future, as we have implemented strict posting requirements to make sure revenues are collected and posted in a timely manner and in the period they relate to. Police Department Revenues are down 9.5% due to a \$46,112 (90%) decline in Off-Duty Police Administrative Charge Revenues as well as a \$17,675 (7%) decline in Police Parking Fines revenues. Town Clerk Revenues are down 11% due to a \$7,533 (80%) drop in State Grants-Extended Poll Hours' revenues.

The \$94,131, that appear in FY2014 in the Miscellaneous Non-Recurring category include a reserve fund transfer in the amount of \$90,000 to the Airport Enterprise Fund, which was subsequently repaid back to the reserve fund.

Of note here is the \$1,455,767 decrease in revenues from Transfers and Other Sources under the revenue by source category. This is due to a one-time premium revenue on debt in the amount of \$926,805, that was recorded in FY2014 as well as the fact, that Indirect Costs for FY2013 and FY2014 were both recorded in FY2014, thus creating an additional \$502,640 of revenues in FY2014. Indirect Costs in FY2015 and going forward will only pertain to the current fiscal year we are reporting to avoid such discrepancies.



FY15 General Fund Update

Operating Expenditures As of June 30, 2015

General Government	Budget w/Carryforward	Actual (As of 06/30/2015)	LY Actual (As of 06/30/2014)	% to Budget
Finance Committee	\$ 17,650	\$ 17,488	\$ 17,482	99%
Finance & Operations	\$ 2,260,837	\$ 2,013,958	\$ 1,773,994	89%
Human Resources	\$ 170,642	\$ 169,980	\$ 169,149	100%
Information Systems / GIS	\$ 804,836	\$ 743,889	\$ 701,745	92%
Legal / Town Counsel	\$ 461,600	\$ 435,760	\$ 377,662	94%
Moderator	\$ 1,675	\$ 1,675	\$ 1,675	100%
Planning and Land Use Services	\$ 1,697,424	\$ 1,652,538	\$ 1,500,706	97%
Town Administration	\$ 928,364	\$ 792,381	\$ 670,119	85%
Natural Resources	\$ 330,690	\$ 328,134	\$ 268,949	99%
Town Clerk	\$ 288,310	\$ 287,356	\$ 271,919	100%
Total	\$ 6,962,028	\$ 6,443,158	\$ 5,753,401	93%

Safety & Protection	Budget w/Carryforward	Actual (As of 06/30/2015)	LY Actual (As of 06/30/2014)	% to Budget
Emergency Management	\$ 8,200	\$ 8,134	\$ 8,155	99%
Fire Department	\$ 2,501,047	\$ 2,460,447	\$ 2,493,808	98%
Police & Animal Control	\$ 5,224,817	\$ 5,033,974	\$ 4,884,500	96%
Street Lighting	\$ 135,900	\$ 109,571	\$ 107,009	81%
Total	\$ 7,869,964	\$ 7,612,126	\$ 7,493,472	97%

Marine & Coastal Resources	Budget w/Carryforward	Actual (As of 06/30/2015)	LY Actual (As of 06/30/2014)	% to Budget
Marine Department	\$ 780,883	\$ 652,340	\$ 647,785	84%
Total	\$ 780,883	\$ 652,340	\$ 647,785	84%

Maintenance	Budget w/Carryforward	Actual (As of 06/30/2015)	LY Actual (As of 06/30/2014)	% to Budget
Gas / Town Vehicles	\$ 377,000	\$ 302,163	\$ 373,134	80%
Mosquito Control	\$ 102,500	\$ 88,439	\$ 71,352	86%
Public Buildings	\$ 864,570	\$ 861,060	\$ 720,685	100%
Public Works	\$ 2,425,951	\$ 2,359,701	\$ 2,232,749	97%
Snow & Ice Removal	\$ 25,000	\$ 182,123	\$ 50,877	728%
Total	\$ 3,795,020	\$ 3,793,486	\$ 3,448,797	100%

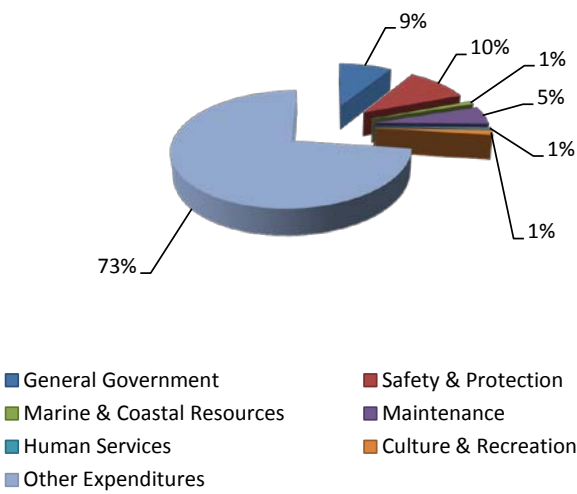
Human Services	Budget w/Carryforward	Actual (As of 06/30/2015)	LY Actual (As of 06/30/2014)	% to Budget
Human Services	\$ 367,205	\$ 326,122	\$ 445,614	89%
Total	\$ 367,205	\$ 326,122	\$ 445,614	89%

Culture & Recreation	Budget w/Carryforward	Actual (As of 06/30/2015)	LY Actual (As of 06/30/2014)	% to Budget
Atheneum	\$ 685,233	\$ 685,233	\$ 676,444	100%
Town Clock	\$ 2,900	\$ 1,502	\$ 2,509	52%
Visitor Services	\$ 345,760	\$ 332,692	\$ 311,628	96%
Total	\$ 1,033,893	\$ 1,019,427	\$ 990,581	99%

Other Expenditures	Budget w/Carryforward	Actual (As of 06/30/2015)	LY Actual (As of 06/30/2014)	% to Budget
Debt Service Principal	\$ 5,398,004	\$ 5,384,287	\$ 4,945,596	100%
Debt Service Interest	\$ 2,023,387	\$ 1,791,462	\$ 2,235,340	89%
Group Insurance	\$ 9,972,000	\$ 8,252,679	\$ 9,130,047	83%
General Insurance	\$ 1,381,520	\$ 1,223,757	\$ 1,284,295	89%
State & Retirement Assessments	\$ 3,886,231	\$ 3,885,768	\$ 3,624,663	100%
Contractual Obligations	\$ 467,855	\$ 323,394	\$ 287,915	69%
Intergovernmental	\$ 8,426,508	\$ 8,227,385	\$ 9,303,098	98%
Education	\$ 24,852,177	\$ 24,389,177	\$ 23,233,372	98%
Total	\$ 56,407,682	\$ 53,477,910	\$ 54,044,325	95%

Total General Fund Expenses	Budget w/Carryforward	Actual (As of 06/30/2015)	LY Actual (As of 06/30/2014)	% to Budget
	\$ 77,216,675	\$ 73,324,569	\$ 72,823,976	95%

Total General Fund Expenses	Budget w/ Carryforward	Actual (As of 06/30/2015)	LY Actual (As of 06/30/2014)	% to Budget
	\$ 77,216,675	\$ 73,324,569	\$ 72,823,976	95%



Important Notes: A budget with carry forward includes an encumbrance of prior year funds carried into the next fiscal year and any Annual Town Meeting or Reserve Fund transfers. Overall, General Fund actual expenses in FY2015 have increased by 0.7% as compared to FY2014.

In the General Government category, the largest increase in costs in FY2015 as compared to FY2014 is in Natural Resources, where expenses have grown by 22% due to the addition of an Assistant Biologist position in FY2015. Town Administration expenses are up by 18% in FY2015 due to a \$28,307 expense for electronic data management software; a \$22,000 professional services expense related to a search for a new nursing home director; a \$15,000 expense for a DVD on tick-borne diseases as well as \$9,000 expense for a Town Administration study. In addition, in FY2015 the expenses associated with printing and circulating the Warrant have increased by \$10,000 as compared to FY2014. Legal expenses have grown by 15% due to increased legal costs in FY2015. Finance and Operation costs are up 14% mostly due to a \$135,000 increase in expenses related to the triennial commercial and residential property revaluation in the Assessor's division.

Maintenance costs as a whole are up by 10% in FY2015 over FY2014. The largest increase is in Snow and Ice Removal, where expenses have grown by 258% in FY2015 due to numerous and more severe snow storms in FY2015 as compared to FY2014. In addition, Public Buildings costs are up by 19% due to a \$45,425 increase in custodial expenses as Visitor Services restrooms are now paid from Public buildings, while in FY2014 they came out of Visitor Services budget. Landscaping costs have grown by \$33,000 in FY2015; electricity costs have increased by \$38,615 and there is a \$33,240 increase in telephone costs in FY2015 as compared to FY2014 due to numerous telephone system and network upgrades.

Human Services costs are down 27% in FY2015 as compared to FY2014 due to reduced personnel costs in the Senior Services department, as the Senior Day Care program has been eliminated in FY2015 due to low attendance in the previous three fiscal years.

Other Expenditures category includes shared expenses between Town Government and the Educational category. The Intergovernmental Budget Line Item is comprised of transfers to the Our Island Home and Solid Waste Enterprise Funds and shows a 12% decrease in FY2015 as opposed to FY2014. This is due to the fact, that in FY2014 we had an approved \$1,000,000 transfer to the Stabilization Fund.

	<u>FY2012</u> <u>ACTUALS</u>	<u>FY2013</u> <u>ACTUALS</u>	<u>FY2014</u> <u>ACTUALS</u>	<u>FY2015</u> <u>ACTUALS</u>	<u>FY2015</u> <u>BUDGET</u>
PLUMBING INSPECTION FEES	\$ 91,576.00	\$ 91,406.04	\$ 104,276.40	\$ 111,214.20	\$ 94,000.00
WIRING INSPECTION FEES	\$ 59,907.33	\$ 64,194.88	\$ 78,414.18	\$ 114,437.12	\$ 65,000.00
BUILDING PERMITS	\$ 581,042.50	\$ 753,794.62	\$ 899,830.30	\$ 1,013,626.35	\$ 869,751.00
TOTAL	\$ 732,525.83	\$ 909,395.54	\$ 1,082,520.88	\$ 1,239,277.67	\$ 1,028,751.00

**TOWN OF NANTUCKET
SEWER - ENTERPRISE FUND**

	Actual FY2015	Actual FY2014	BUDGET FY2015
REVENUE	\$ 6,779,613	\$ 6,476,264	\$ 6,276,165
EXPENSES	\$ 5,894,330	\$ 5,730,741	\$ 6,558,143
NET EARNINGS	\$ 885,283	\$ 745,523	\$ (281,978)
Transfer from Retained Earnings	\$ -	\$ -	\$ 210,583
NET EARNINGS	\$ 885,283	\$ 745,523	\$ (71,395)
Retained Earnings			
NET SOURCES/USES:			
Article #- GF Subsidy	\$ -	\$ -	\$ -
FY2014 Encumbrance Carryforwards	\$ -	\$ -	\$ 71,395
FinCom GF Reserve Fund Transfer	\$ -	\$ -	\$ -

Surplus(Deficit)	\$ 885,283	\$ 745,523	\$ 0
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Certified Retained Earnings as of July 1, 2014	\$ 3,438,833
Plus Current Surplus(Less Current Deficit) as of 06/30/2015	\$ 885,283
Plus Unused Portion of Retained Earnings for FY2015	\$ 210,583
Less Voted Use of Retained Earnings for FY2015 Budget (ATM2014)	\$ -
Less Proposed Use of Retained Earnings for FY2016 Budget (ATM2015)	\$ (317,229)
Projected Balance as of 06/30/2015*	\$ 4,217,470

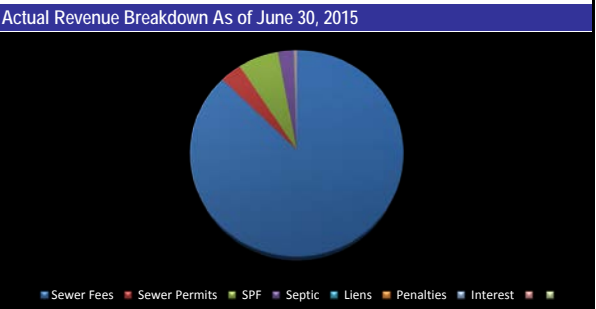
**Revenues remain a projection, until certified by the the Department of Revenue, therefore this is only a projection as of this point in time, until Retained Earnings go through the Certification process.*



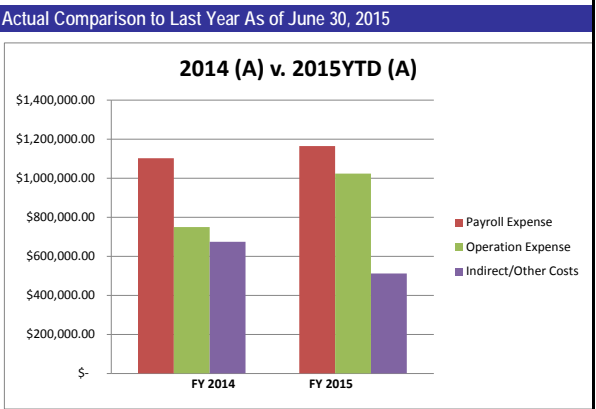
FY2015 Sewer Enterprise Fund Budget Update

Operating Revenue and Expenditures As of June 30, 2015

REVENUE	FY2015		FY2015		FY2014		STATISTICS			
	Budget w/Carryforward		Actual (As of 06/30/15)		LY Actual (As of 06/30/14)		\$ Variance to Budget	\$ Variance to LY	% to Budget	% to LY
Sewer Fee Income	\$	5,504,880	\$	5,957,651	\$	5,754,971	\$ 452,771	\$ 202,680	108%	4%
Sewer Permits	\$	153,025	\$	230,018	\$	193,750	\$ 76,993	\$ 36,268	150%	19%
Sewer Privilege Fees & Interest	\$	458,105	\$	431,062	\$	345,087	\$ (27,043)	\$ 85,975	94%	25%
Septic Disposal Fees	\$	128,040	\$	165,399	\$	173,304	\$ 37,359	\$ (7,905)	100%	-5%
Sewer Liens Collected	\$	24,710	\$	13,454	\$	3,676	\$ (11,256)	\$ 9,778	54%	266%
Penalties Collected	\$	-	\$	3,256	\$	393	\$ 3,256	\$ 2,863	100%	728%
Interest on Investments	\$	7,890	\$	-	\$	6,151	\$ (7,890)	\$ (6,151)	0%	-100%
Other	\$	(485)	\$	(21,228)	\$	(1,069)	\$ (20,743)	\$ (20,159)	100%	0%
Total Revenue*	\$	6,276,165	\$	6,779,613	\$	6,476,264	\$ 503,448	\$ 303,350	108%	5%



OPERATING EXPENDITURES WITHOUT DEBT		Budget w/Carryforward		Actual (As of 06/30/15)		LY Actual (As of 06/30/14)		\$ Variance to Budget	\$ Variance to LY	% to Budget	% to LY
Payroll - Salary	\$	893,310	\$	826,914	\$	779,824	\$	(66,396)	\$ 47,090	93%	6%
Medicare P/R Tax Expense	\$	11,600	\$	11,973	\$	11,155	\$	373	\$ 818	103%	7%
Medical Insurance	\$	191,900	\$	201,108	\$	169,696	\$	9,208	\$ 31,412	105%	19%
Barnstable County Retirement	\$	268,500	\$	124,806	\$	141,587	\$	(143,694)	\$ (16,781)	46%	-12%
Utilities	\$	571,730	\$	561,611	\$	435,358	\$	(10,119)	\$ 126,254	98%	29%
Repairs & Maintenance	\$	155,801	\$	174,364	\$	103,140	\$	18,563	\$ 71,225	112%	69%
Professional Services	\$	300,508	\$	168,542	\$	98,586	\$	(131,966)	\$ 69,956	56%	71%
Sewer Supplies & Chemicals	\$	132,804	\$	119,286	\$	113,032	\$	(13,518)	\$ 6,254	90%	6%
General Insurance	\$	137,260	\$	123,327	\$	120,750	\$	(13,933)	\$ 2,577	90%	2%
Other Supplies	\$	9,025	\$	3,203	\$	12,503	\$	(5,822)	\$ (9,300)	35%	-74%
Indirect Costs	\$	76,000	\$	76,000	\$	192,316	\$	-	\$ (116,316)	100%	-60%
Other	\$	194,741	\$	309,145	\$	348,165	\$	114,404	\$ (39,020)	159%	-11%
Total Expenditures Excluding Debt	\$	2,943,179	\$	2,700,280	\$	2,526,113	\$	(242,899)	\$ 174,167	92%	7%
Surplus (Deficit) of Revenue Over Expenditures Excluding Debt		\$3,332,986		\$4,079,334		\$3,950,151		\$ 746,348	\$ 129,183	122%	3%



DEBT SERVICE		Budget w/Carryforward		Actual (As of 06/30/15)		LY Actual (As of 06/30/14)		\$ Variance to Budget	\$ Variance to LY	% to Budget	% to LY
Principal	\$	2,310,485	\$	2,166,978	\$	2,138,534	\$	(143,507)	\$ 28,445	94%	1%
Interest	\$	1,240,479	\$	955,743	\$	1,009,780	\$	(284,736)	\$ (54,038)	77%	-5%
Issuance Costs	\$	4,000	\$	17,500	\$	2,375	\$	13,500	\$ 15,125	438%	637%
BAN Costs, Principal, Interest	\$	-	\$	-	\$	-	\$	-	\$ -	0%	0%
MWPAT Admin Fee	\$	60,000	\$	53,830	\$	53,939	\$	(6,170)	\$ (110)	90%	0%
Total Debt Service		\$3,614,964		\$3,194,050		\$3,204,629		\$ (420,914)	\$ (10,578)	88%	0%
Total - Surplus (Deficit) of Revenue Over All Operating Expenditures*		-\$281,978		\$885,283		\$745,523		\$ 1,167,261	\$ 139,761	100%	19%

Financial Highlights As of June 30, 2015

Revenue up 5% from Last Year

Operating expenses are 7% above last year.

Debt Service is 19% above last year.

OTHER FINANCING SOURCES		Budget w/Carryforward		Actual (As of 06/30/15)		LY Actual (As of 06/30/14)		\$ Variance to Budget	\$ Variance to LY	% to Budget	% to LY
General Fund Subsidy	\$	-	\$	-	\$	-	\$	-	\$ -	0%	0%
General Fund Free Cash Subsidy	\$	-	\$	-	\$	-	\$	-	\$ -	0%	0%
Voted Use of Certified Retained Earnings	\$	210,583	\$	-	\$	-	\$	-	\$ -	0%	0%
2013 Encumbrance Carryforward	\$	71,395	\$	-	\$	-	\$	-	\$ -	0%	0%
Total Other Financing Source		\$281,978		\$0		\$0		\$0	\$0	0%	0%

Surplus (Deficit) of Revenue Plus Other Financing Sources Over Expenditures*	\$	-	\$	885,283	\$	745,523	\$	885,283	\$	139,761	100%	19%
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BENCHMARKS			
% of Debt to Operating Expense Policy	12%	12%	12%
% of Actual Debt to Operating Expense	55%	54%	56%
Certified Retained Earnings	\$ 3,438,833		
Certified Retained Earnings portion attributed to Privelege Fees	N/A		
% of Certified Retained Earnings Used for Operations	6.1%		
% of Certified Retained Earnings Used for One Time or Capital Expenditures	0.0%		

*Note: Governments operate on a budgetary basis; therefore revenue earned in excess of the certified budget is not available to offset expenditures in the current fiscal year. Excess revenue and expenditure turnbacks must go through the State of Massachusetts retained earnings certification process before they can be appropriated at a subsequent annual and/or special town meeting. Once certified, retained earnings can only be appropriated at an annual and/or special town meeting.

**TOWN OF NANTUCKET
SOLID WASTE - ENTERPRISE FUND**

	Actual FY2015	Actual FY2014	BUDGET FY2015
REVENUE	\$ 3,695,481	\$ 3,426,494	\$ 2,667,500
EXPENSES	\$ 8,170,144	\$ 5,831,592	\$ 7,861,311
NET EARNINGS	\$ (4,474,662)	\$ (2,405,098)	\$ (5,193,811)
Transfer from Retained Earnings	\$ -	\$ -	\$ 471,427
NET EARNINGS	\$ (4,474,662)	\$ (2,405,098)	\$ (4,722,384)
Retained Earnings			
NET SOURCES/USES:			
General Fund Subsidy- Operations	\$ 1,550,930	\$ 1,522,278	\$ 1,550,930
General Fund Operating Override 1996 and 2006 Subsidy	\$ 3,148,857	\$ 3,090,685	\$ 3,148,857
FY2014 Encumbrance Carryforwards	\$ -	\$ -	\$ 22,597
FinCom GF Reserve Fund Transfer			

Surplus(Deficit)	\$ 225,125	\$ 2,207,864	\$ (0)
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Certified Retained Earnings as of July 1, 2014	\$ 1,781,496
Plus Current Surplus(Less Current Deficit) as of 06/30/2015	\$ 225,125
Plus Unused Portion of Retained Earnings for FY2015	\$ 471,427
Less Voted Use of Retained Earnings for FY2015 Budget (ATM2014)	\$ -
Less Proposed Use of Retained Earnings for FY2016 Budget (ATM2015)	\$ -
Projected Balance as of 06/30/2015*	\$ 2,478,048

**Revenues remain a projection, until certified by the the Department of Revenue, therefore this is only a projection as of this point in time, until Retained Earnings go through the Certification process.*



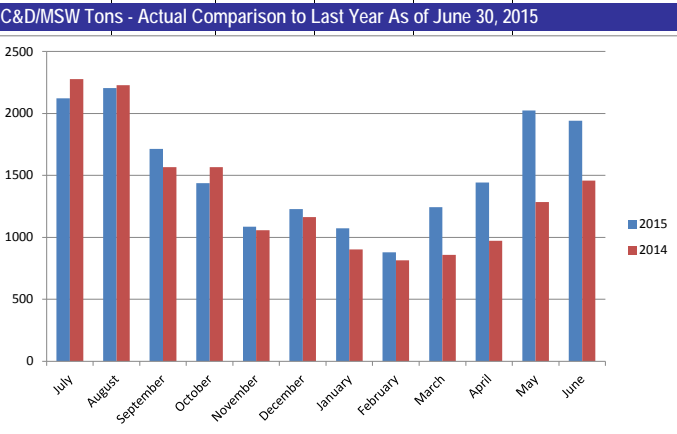
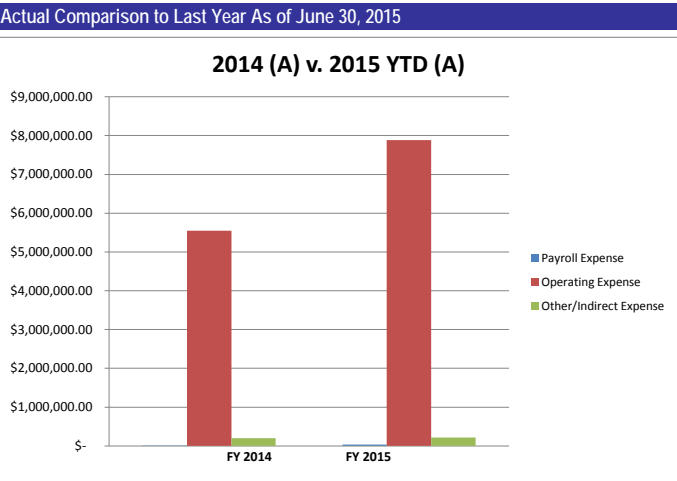
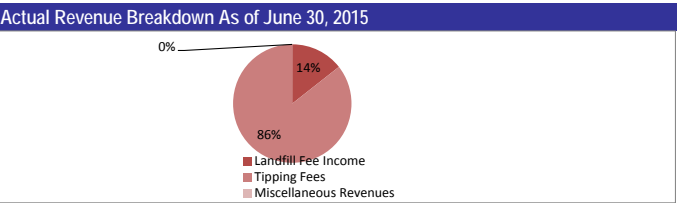
FY2015 Solid Waste Enterprise Fund Budget Update

Operating Revenue and Expenditures As of June 30, 2015

REVENUE	FY2015 Budget w/Carryforward	FY2015 Actual (As of 06/30/15)	FY2014 LY Actual (As of 06/30/14)	\$ Variance to Budget	STATISTICS \$ Variance to LY	% to Budget	% to LY
Landfill Fee Income	\$ 750,000	\$ 531,554	\$ 540,307	\$ (218,446)	\$ (8,753)	71%	-2%
Tipping Fees	\$ 1,917,500	\$ 3,162,147	\$ 2,886,187	\$ 1,244,647	\$ 275,960	165%	10%
Miscellaneous Revenues	\$ -	\$ 1,780	\$ -	\$ 1,780	\$ 1,780	100%	100%
Total Revenue*	\$ 2,667,500	\$ 3,695,481	\$ 3,426,494	\$ 1,027,981	\$ 267,207	138.5%	7.9%
OPERATING EXPENDITURES WITHOUT DEBT							
Payroll - Salary	\$ 20,375	\$ 19,754	\$ 13,657	\$ (621)	\$ 6,096	97%	45%
Medicare P/R Tax Expense	\$ 400	\$ 286	\$ 198	\$ (114)	\$ 88	72%	45%
Medical Insurance	\$ 13,100	\$ 13,100	\$ -	\$ -	\$ 13,100	100%	100%
Barnstable County Retirement	\$ -	\$ -	\$ -	\$ -	\$ -	0%	0%
Utilities	\$ 330,483	\$ 358,642	\$ 152,894	\$ 28,159	\$ 205,748	109%	135%
Repair & Maintenance	\$ 3,470	\$ 191	\$ 10,563	\$ (3,279)	\$ (10,372)	6%	-98%
Professional Services - Collection & Disposal	\$ 4,618,851	\$ 5,792,255	\$ 4,206,076	\$ 1,173,404	\$ 1,586,179	125%	38%
Professional Services - Recycle / MRF	\$ 767,330	\$ 486,583	\$ 287,660	\$ (280,747)	\$ 198,924	63%	69%
Freight	\$ 1,300,000	\$ 1,245,000	\$ 888,662	\$ (55,000)	\$ 356,338	96%	40%
General Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	0%	0%
Indirect Costs	\$ 115,000	\$ 115,000	\$ 106,511	\$ -	\$ 8,489	100%	8%
Other	\$ 639,171	\$ 81,100	\$ 105,889	\$ (558,071)	\$ (24,788)	13%	-23%
Total Expenditures Excluding Debt	\$ 7,808,180	\$ 8,111,912	\$ 5,772,110	\$ 303,732	\$ 2,339,802	104%	41%
Surplus (Deficit) of Revenue Over Expenditures Excluding Debt	\$ (5,140,680)	\$ (4,416,431)	\$ (2,345,616)	\$ 724,249	\$ 2,323,503	86%	88%
DEBT SERVICE							
Principal	\$ 40,000	\$ 40,000	\$ 40,000	\$ -	\$ -	100%	0%
Interest	\$ 13,131	\$ 18,231	\$ 19,482	\$ 5,100	\$ (1,251)	139%	-6%
Issuance Costs	\$ -	\$ -	\$ -	\$ -	\$ -	0%	0%
BAN Costs, Principal, Interest	\$ -	\$ -	\$ -	\$ -	\$ -	0%	0%
Other	\$ -	\$ -	\$ -	\$ -	\$ -	0%	0%
Total Debt Service	\$ 53,131	\$ 58,231	\$ 59,482	\$ 5,100	\$ (1,251)	110%	-2%
Total - Surplus (Deficit) of Revenue Over All Operating Expenditures*	\$ (5,193,811)	\$ (4,474,662)	\$ (2,405,098)	\$ 719,149	\$ (1,251)	86%	86%
OTHER FINANCING SOURCES							
General Fund Operating Override 1999 and 2006	\$ 3,148,857	\$ 3,148,857	\$ 3,090,685	\$ -	\$ 58,172	100%	2%
General Fund Subsidy - Operations	\$ 1,550,930	\$ 1,550,930	\$ 1,522,278	\$ -	\$ 28,652	100%	2%
Voted Use of Certified Retained Earnings	\$ 471,427	\$ -	\$ -	\$ (471,427)	\$ -	0%	0%
Budget to Recap Adjustment	\$ -	\$ -	\$ -	\$ -	\$ -	0%	0%
FY2014 Encumbrance Carryforwards	\$ 22,597	\$ -	\$ -	\$ (22,597)	\$ -	0%	0%
Total Other Financing Source	\$ 5,193,811	\$ 4,699,787	\$ 4,612,963	\$ (471,427)	\$ 86,825	90%	2%
Surplus (Deficit) of Revenue Plus Other Financing Sources Over Expenditures*	\$ -	\$ 225,125	\$ 2,207,864	\$ 247,722	\$ (1,982,740)	100%	-90%

BENCHMARKS			
% of Debt to Operating Expense Policy	12%	12%	12%
% of Actual Debt to Operating Expense	1%	1%	1%
Certified Retained Earnings	\$ 1,781,496	\$ -	\$ -
% of Certified Retained Earnings Used for Operations	0.0%	0.0%	0.0%
% of Certified Retained Earnings Used for One Time or Capital Expenditures	0.0%	0.0%	0.0%

*Note: Governments operate on a budgetary basis; therefore revenue earned in excess of the certified budget is not available to offset expenditures in the current fiscal year. Excess revenue and expenditure turnbacks must go through the State of Massachusetts retained earnings certification process before they can be appropriated at a subsequent annual and/or special town meeting. Once certified, retained earnings can only be appropriated at an annual and/or special town meeting.



Financial Highlights As of June 30, 2015

Revenues up 5% from last year.

Tipping fee rev. up 10% due to special tonnage pricing.

Budget total = operating expnse + mining (all GF Subsidy)

Mining continues for the 6th year.

**TOWN OF NANTUCKET
OUR ISLAND HOME - ENTERPRISE FUND**

	Actual FY2015		Actual FY2014		BUDGET FY2015
REVENUE	\$ 5,748,194	\$	4,614,328	\$	4,343,989
EXPENSES	\$ 7,359,071	\$	7,214,633	\$	7,444,027
NET EARNINGS	\$ (1,610,877)	\$	(2,600,305)	\$	(3,100,038)
Transfer from Retained Earnings	\$ -	\$	305,305	\$	534,237
NET EARNINGS	\$ (1,610,877)	\$	(2,295,000)	\$	(2,565,801)
Retained Earnings					
NET SOURCES/USES:					
GF Subsidy	\$ 2,327,598	\$	2,295,000	\$	2,502,508
FY2014 Encumbrance Carryforwards	\$ -	\$	-	\$	63,293
FinCom GF Reserve Fund Transfer	\$ -	\$	-	\$	-
Surplus(Deficit)	<u>\$ 716,721</u>	\$	<u>0</u>	\$	<u>0</u>

Certified Retained Earnings as of July 1, 2014	\$ 1,747,556
Plus Current Surplus(Less Current Deficit) as of 6/30/2015	\$ 716,721
Plus Unused Portion of Retained Earnings for FY2015	\$ 534,237
Less Voted Use of Retained Earnings for FY2015 Budget (ATM2014)	\$ -
Less Proposed Use of Retained Earnings for FY2016 Budget (ATM2015)	<u>\$ (1,540,916)</u>
Projected Balance as of 6/30/2015*	\$ 1,457,598

*Revenues remain a projection, until certified by the the Department of Revenue, therefore this is only a projection as of this point in time, until Retained Earnings go through the Certification process.

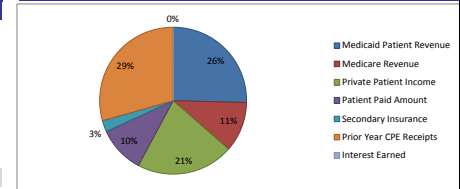


FY2015 Our Island Home Enterprise Budget Update

Operating Revenue and Expenditures As of June 30, 2015

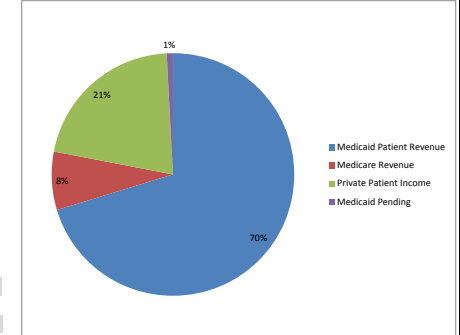
REVENUE	FY2015		FY2015		FY2014		STATISTICS		
	Budget w/Carryforward		Actual (As of 06/30/15)		LY Actual (As of 06/30/14)		\$ Variance to Budget	\$ Variance to LY	% to Budget
Medicaid Patient Revenue	\$ 1,696,473	\$	1,460,688	\$	1,604,888	\$	(235,785)	\$ (144,200)	86%
Medicare Revenue	\$ 259,582	\$	633,333	\$	159,075	\$	373,751	\$ 474,258	244%
Private Patient Income	\$ 1,879,191	\$	1,230,470	\$	1,319,864	\$	(648,721)	\$ (89,394)	65%
Patient Paid Amount	\$ 440,031	\$	591,812	\$	501,792	\$	151,781	\$ 90,020	134%
Secondary Insurance	\$ 68,712	\$	141,747	\$	9,283	\$	73,035	\$ 132,464	206%
Prior Year CPE Receipts	\$ -	\$	1,690,143	\$	1,017,038	\$	1,690,143	\$ 673,106	100%
Interest Earned	\$ -	\$	-	\$	2,388	\$	-	\$ (2,388)	0%
Total Revenue*	\$ 4,343,989	\$	5,748,194	\$	4,614,328	\$	1,404,205	\$ 1,133,866	132%

Actual Revenue % Breakdown As of June 30, 2015



OPERATING EXPENDITURES WITHOUT DEBT	FY2015		FY2015		FY2014		STATISTICS		
	Budget w/Carryforward		Actual (As of 06/30/15)		LY Actual (As of 06/30/14)		\$ Variance to Budget	\$ Variance to LY	% to Budget
Payroll - Salary	\$ 4,234,840	\$	4,297,559	\$	4,141,563	\$	62,719	\$ 155,996	101%
Medicare P/R Tax Expense	\$ 54,200	\$	61,074	\$	59,762	\$	6,874	\$ 1,312	113%
Medical Insurance	\$ 917,700	\$	1,027,558	\$	935,128	\$	109,858	\$ 92,430	112%
Barnstable County Retirement	\$ 706,000	\$	669,674	\$	645,058	\$	(36,326)	\$ 24,617	95%
Contractual Obligations	\$ 150,000	\$	6,313	\$	35,415	\$	(143,687)	\$ (29,103)	4%
Utilities	\$ 202,100	\$	166,957	\$	194,071	\$	(35,143)	\$ (27,113)	83%
Repairs & Maintenance	\$ 62,780	\$	27,852	\$	48,846	\$	(34,928)	\$ (20,993)	44%
Food	\$ 158,250	\$	150,267	\$	146,589	\$	(7,983)	\$ 3,678	95%
Professional Services	\$ 618,922	\$	610,622	\$	497,719	\$	(8,301)	\$ 112,903	99%
Medical Supplies	\$ 97,822	\$	91,155	\$	97,933	\$	(6,667)	\$ (6,777)	93%
General Insurance	\$ 73,000	\$	82,371	\$	80,528	\$	9,371	\$ 1,844	113%
Other Supplies	\$ 57,804	\$	55,897	\$	53,714	\$	(1,907)	\$ 2,183	97%
Indirect Costs	\$ 92,300	\$	92,300	\$	188,451	\$	-	\$ (96,151)	100%
Other	\$ 18,309	\$	19,471	\$	12,807	\$	1,162	\$ 6,664	106%
Transfer to Capital	\$ -	\$	-	\$	77,050	\$	-	\$ (77,050)	0%
Total Expenditures excluding debt	\$ 7,444,027	\$	7,359,071	\$	7,214,633	\$	(84,956)	\$ 144,438	99%
Surplus (Deficit) of Revenue Over Expenditures Excluding Debt	\$ (3,100,038)	\$	(1,610,877)	\$	(2,600,305)	\$	1,489,161	\$ 989,427	52%

Actual Census % As of June 30, 2015



DEBT SERVICE	FY2015		FY2015		FY2014		STATISTICS		
	Budget w/Carryforward		Actual (As of 06/30/15)		LY Actual (As of 06/30/14)		\$ Variance to Budget	\$ Variance to LY	% to Budget
Principal	\$ -	\$	-	\$	-	\$	-	\$ -	0%
Interest	\$ -	\$	-	\$	7,480	\$	-	\$ (7,480)	0%
Issuance Costs	\$ -	\$	-	\$	-	\$	-	\$ -	0%
BAN Costs, Principal, Interest	\$ -	\$	-	\$	-	\$	-	\$ -	0%
Other	\$ -	\$	-	\$	-	\$	-	\$ -	0%
Total Debt Service	\$ -	\$	-	\$	7,480	\$	-	(7,480)	0%
Total - Surplus (Deficit) of Revenue Over all Operating Expenditures*	\$ (3,100,038)	\$	(1,610,877)	\$	(2,600,305)	\$	1,489,161	\$ 989,427	52%

Financial Highlights As of June 30, 2015

NOTES:

Average Occupancy Rate: 89.6% (about 40/45 beds)

Current Cost Per Day: \$531.29/day (3 year average = 466.59)

2014 Calendar Yr Cost report did not have all revenue accounted for due to the billing issue, thus cost higher than actual.

Average Medicaid Reimb: \$ 195.74
Avg. Private Patient Reimbursement: \$440.00
plus 122 individuals are Medicaid Pending which only pay a
Average Medicare A Reimbursement: \$550.52

OTHER FINANCING SOURCES	FY2015		FY2015		FY2014		STATISTICS		
	Budget w/Carryforward		Actual (As of 06/30/15)		LY Actual (As of 06/30/14)		\$ Variance to Budget	\$ Variance to LY	% to Budget
General Fund Subsidy	\$ 2,502,508	\$	2,327,598	\$	2,295,000	\$	(174,910)	\$ 32,598	93%
Voted Use of Certified Retained Earnings	\$ 534,237	\$	-	\$	305,305	\$	(534,237)	\$ (305,305)	0%
FY2014 Encumbrance Carryforward	\$ 63,293	\$	-	\$	-	\$	-	\$ -	0%
Total Other Financing Source	\$ 3,100,038	\$	2,327,598	\$	2,600,305	\$	(772,440)	(272,707)	75%

Surplus (Deficit) of Revenue Plus Other Financing Sources Over Expenditures*	\$ -	\$	716,721	\$	-	\$	716,721	\$ 716,721	100%
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BENCHMARKS

% of Debt to Operating Expense Policy	\$ 0	\$ 0	\$ 0
% of Actual Debt to Operating Expense	\$ -	\$ -	\$ -
Certified Retained Earnings	\$ 1,747,556		
% of Certified Retained Earnings Used for Operations	31%		
% of Certified Retained Earnings Used for One Time or Capital Expenditures	-		

Gift Funds utilized in FY15:

General: Art program & supplies, newspapers: \$5,360.95

Other Gift Funds:

Kuckowski, Salt Water fish tank maintenance: \$9,968.00

Van Gift: repairs \$2,972.80

Donations Received: \$38,011.11

*Note: Governments operate on a budgetary basis; therefore revenue earned in excess of the certified budget is not available to offset expenditures in the current fiscal year. Excess revenue and expenditure turnbacks must go through the State of Massachusetts retained earnings certification process before they can be appropriated at a subsequent annual and/or special town meeting. Once certified, retained earnings can only be appropriated at an annual and/or special town meeting.

**TOWN OF NANTUCKET
AIRPORT - ENTERPRISE FUND**

	Actual FY2015	Actual FY2014	BUDGET FY2015
REVENUE (Includes Airport Revolving Fund)	\$ 13,458,770	\$ 12,761,290	\$ 12,035,581
EXPENSES (Includes Airport Revolving Fund)	\$ 13,040,899	\$ 12,850,848	\$ 13,687,132
NET EARNINGS	\$ 417,870	\$ (89,558)	\$ (1,651,551)
Transfer from Retained Earnings	\$ 240,091	\$ -	\$ 1,370,603
NET EARNINGS	\$ 657,961	\$ (89,558)	\$ (280,948)
Retained Earnings			
NET SOURCES/USES:			
Article #- GF Subsidy	\$ -	\$ 304,598	\$ -
FY2014 Encumbrance Carryforwards	\$ -	\$ -	\$ 61,931
Fuel Revolver Fund Balance Unavailable for Retained Earnings Calculation	\$ (657,961)	\$ (164,173)	\$ 219,017
Other: Transfer From Insurance Proceeds	\$ -	\$ -	\$ -
FinCom GF Reserve Fund Transfer	\$ -	\$ -	\$ -
Surplus(Deficit)	\$ (0)	\$ 50,867	\$ 0

Certified Retained Earnings as of July 1, 2014	\$ 1,811,953
Plus Current Surplus(Less Current Deficit) as of 06/30/2015	\$ (0)
Plus Unused Portion of Retained Earnings for FY2015	\$ 1,130,512
Less Voted Use of Retained Earnings for FY2015 Budget (ATM2014)	\$ -
Less Proposed Use of Retained Earnings for FY2016 Budget (ATM2015)	\$ (828,843)
Projected Balance as of 06/30/2015 *	\$ 2,113,622

**Revenues remain a projection, until certified by the the Department of Revenue, therefore this is only a projection as of this point in time, until Retained Earnings go through the Certification process.*



FY2015 Airport Enterprise Update

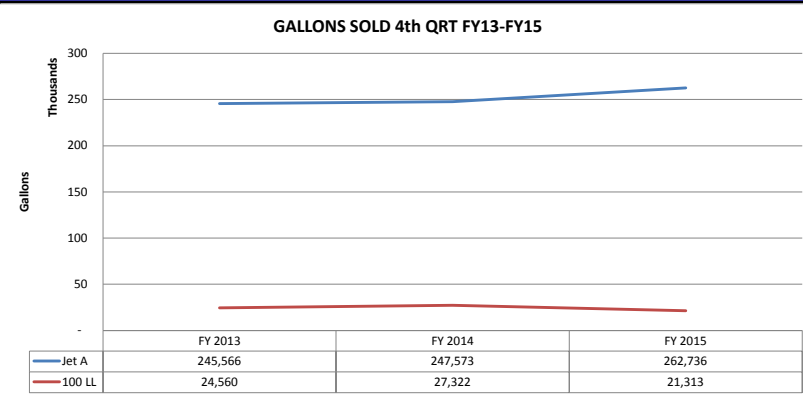
Operating Revenue and Expenditures As of June 30, 2015

REVENUE	FY2015		FY2015		FY2014		STATISTICS			
	Budget w/Carryforward		Actual (As of 06/30/15)		LY Actual (As of 06/30/14)		\$ Variance to budget	\$ Variance to LY	% to Budget	% to LY
Fixed Base Operations (FBO)	\$ 1,977,275	\$	2,357,932	\$	2,178,456	\$	380,657	\$ 179,476	119%	8%
Revolver: Fuel Sales	\$ 5,382,650	\$	5,382,650	\$	5,195,336	\$	-	\$ 187,314	100%	4%
Jet Fuel Sales in Excess of Revolving Fund	\$ 1,807,490	\$	1,952,008	\$	2,077,737	\$	144,518	\$ (125,729)	108%	-6%
Fuel Sales Gas and Diesel	\$ -	\$	3,101	\$	-	\$	3,101	\$ 3,101	100%	100%
Passenger Facility Charge	\$ -	\$	445,036	\$	-	\$	445,036	\$ 445,036	100%	100%
Rental Income	\$ 1,227,576	\$	1,516,649	\$	1,259,963	\$	289,073	\$ 256,686	124%	20%
Fee Income	\$ 1,106,465	\$	1,185,160	\$	1,159,122	\$	78,695	\$ 26,038	107%	2%
Vehicle Income	\$ 321,280	\$	348,673	\$	367,664	\$	27,393	\$ (18,991)	109%	-5%
Interest on Investments	\$ 24,275	\$	22,909	\$	22,789	\$	(1,366)	\$ 120	94%	1%
Other Income	\$ 188,570	\$	244,652	\$	500,222	\$	56,082	\$ (255,570)	130%	-51%
Total Revenue*	\$ 12,035,581	\$	13,458,770	\$	12,761,290	\$	1,423,189	\$ 697,480	112%	5%
OPERATING EXPENDITURES WITHOUT DEBT										
Payroll - Salary	\$ 2,973,974	\$	3,069,266	\$	2,903,502	\$	95,292	\$ 165,765	103%	6%
Medicare P/R Tax Expense	\$ 43,100	\$	44,439	\$	42,013	\$	1,339	\$ 2,426	103%	6%
Medical Insurance	\$ 577,900	\$	597,610	\$	539,062	\$	19,710	\$ 58,547	103%	11%
Barnstable County Retirement	\$ 542,700	\$	477,801	\$	456,485	\$	(64,899)	\$ 21,316	88%	5%
Fixed Based Operatoins/ Included fuel expense in 2012	\$ 639,127	\$	682,966	\$	621,919	\$	43,839	\$ 61,047	107%	10%
Revolver: Cost of Fuel	\$ 5,382,650	\$	4,724,689	\$	5,031,163	\$	(657,961)	\$ (306,475)	88%	-6%
Jet Fuel Expense in Excess of Revolving Fund	\$ -	\$	-	\$	-	\$	-	\$ -	0%	0%
Operations	\$ 67,250	\$	117,978	\$	74,965	\$	50,728	\$ 43,013	175%	57%
Service & Maintenance	\$ 511,303	\$	615,090	\$	512,556	\$	103,788	\$ 102,534	120%	20%
Administration	\$ 1,258,883	\$	1,088,976	\$	997,083	\$	(169,907)	\$ 91,893	87%	9%
General Insurance	\$ 225,900	\$	157,533	\$	156,366	\$	(68,367)	\$ 1,167	70%	1%
Indirect Costs	\$ 200,000	\$	200,000	\$	329,096	\$	-	\$ (129,096)	100%	-39%
Settlements	\$ -	\$	-	\$	-	\$	-	\$ -	0%	0%
Other	\$ -	\$	-	\$	-	\$	-	\$ -	0%	0%
Total Expenditures excluding debt	\$ 12,422,786	\$	11,776,349	\$	11,664,213	\$	(646,438)	\$ 112,135	95%	1%
Surplus (Deficit) of revenue over expenditures excluding debt	\$ (387,205)	\$	1,682,421	\$	1,097,076	\$	2,069,626	\$ 585,345	100%	53%
DEBT SERVICE										
Principal	\$ 785,919	\$	834,000	\$	765,000	\$	48,081	\$ 69,000	106%	9%
Interest	\$ 370,927	\$	420,569	\$	421,635	\$	49,642	\$ (1,066)	113%	0%
Issuance Costs	\$ 40,000	\$	-	\$	-	\$	(40,000)	\$ -	0%	0%
BAN Costs, Principal, Interest	\$ 67,500	\$	9,982	\$	-	\$	(57,518)	\$ 9,982	15%	100%
Other	\$ -	\$	-	\$	-	\$	-	\$ -	0%	0%
Total Debt Service	\$ 1,264,346	\$	1,264,551	\$	1,186,635	\$	205	\$ 77,916	100%	7%
Total - Surplus (Deficit) of revenue over all operating expenditures*	\$ (1,651,551)	\$	417,870	\$	(89,558)	\$	2,069,421	\$ 507,428	100%	-567%
OTHER FINANCING SOURCES										
General Fund Subsidy	\$ -	\$	-	\$	304,598	\$	-	\$ (304,598)	0%	-100%
Transfer from Special Revenue Funds	\$ -	\$	-	\$	-	\$	-	\$ -	0%	0%
Transfer from Insurance Proceeds	\$ -	\$	-	\$	-	\$	-	\$ -	100%	0%
2014 Encumbrance Carryforward	\$ 61,931	\$	-	\$	-	\$	61,931	\$ -	0%	0%
Fuel Revolver Fund Balance Unavailable for Retained Earnings Calculation	\$ 219,017	\$	(657,961)	\$	(164,173)	\$	876,978	\$ (493,789)	-100%	301%
Voted Use of Certified Retained Earnings	\$ 1,370,603	\$	240,091	\$	-	\$	1,130,512	\$ 240,091	18%	100%
Total Other Financing Source	\$ 1,651,551	\$	(417,870)	\$	140,425	\$	2,069,421	\$ (558,296)	-25%	-398%
Surplus (Deficit) of revenue plus other financing sources over expenditures*	\$ -	\$	(0)	\$	50,867	\$	4,138,843	\$ (50,867)	100%	-100%

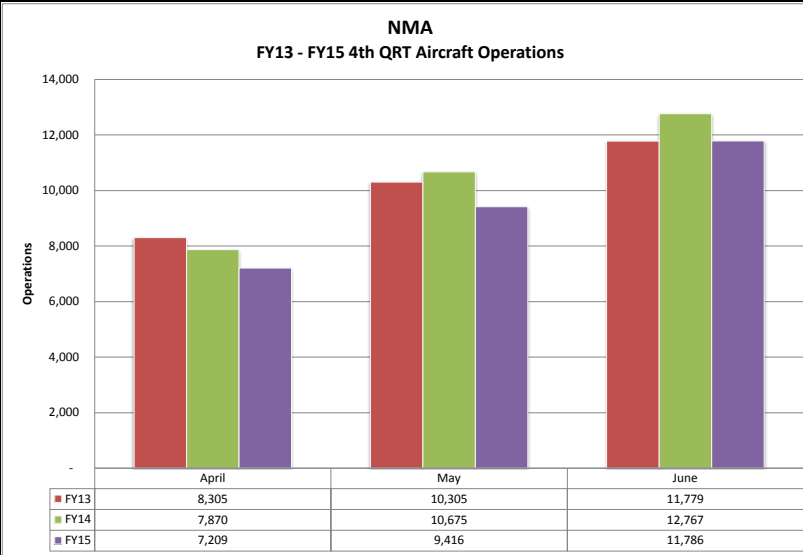
BENCHMARKS

% of Debt to Operating Expense Policy	12%	\$	0.12	12%
% of Actual Debt to Operating Expense	11%	\$	0.09	9%
Certified Retained Earnings	\$ 1,811,953	\$	-	\$ -
% of Certified Retained Earnings Used for Operations	76%	\$	-	\$ -
% of Certified Retained Earnings Used for One Time or Capital Expenditures	-	\$	-	\$ -

Total Fuel Gallons Sold 4th Quarter 2013-2015



Airport Operations 4th Quarter 2013-2015



Financial Highlights As of June 30, 2015

Aviation Fuel Revolving Fund 2014-2015 Comparison			
	FYTD 06/30/2015		FYTD 06/30/2014
Fuel Sales	\$ 7,334,658	\$	7,273,073
Fuel Purchases	\$ 4,724,689	\$	5,031,163
Gross Profit YTD	\$ 2,609,970	\$	2,241,910
Purchase Cap	\$ 5,382,650	\$	5,195,336
Less: Purchases	\$ 4,724,689	\$	5,031,163
Unallocable Portion of Gross Profit	\$ 657,961	\$	164,173
Gross Profit YTD allocable to operating budget	\$ 1,952,008	\$	2,077,737

*Note: Governments operate on a budgetary basis; therefore revenue earned in excess of the certified budget is not available to offset expenditures in the current fiscal year. Excess revenue and expenditure turnbacks must go through the State of Massachusetts retained earnings certification process before they can be appropriated at a subsequent annual and/or special town meeting. Once certified, retained earnings can only be appropriated at an annual and/or special town meeting.

TOWN OF NANTUCKET
WANNACOMET - ENTERPRISE FUND

	Actual FY2015	Actual FY2014	BUDGET FY2015
REVENUE	\$ 5,066,439	\$ 4,776,791	\$ 4,604,300
EXPENSES	\$ 4,664,614	\$ 4,688,752	\$ 4,625,411
NET EARNINGS	\$ 401,825	\$ 88,039	\$ (21,111)
Transfer from Retained Earnings	\$ -	\$ -	\$ -
NET EARNINGS	\$ 401,825	\$ 88,039	\$ (21,111)
Retained Earnings			
NET SOURCES/USES:			
Article #- GF Subsidy	\$ -	\$ -	\$ -
FY2014 Encumbrance Carryforwards	\$ -	\$ -	\$ 21,111
FinCom GF Reserve Fund Transfer	\$ -	\$ -	\$ -
Surplus(Deficit)	\$ 401,825	\$ 88,039	\$ 0

Certified Retained Earnings as of July 1, 2014	\$ 1,755,309
Plus Current Surplus(Less Current Deficit) as of 06/30/2015	\$ 401,825
Less Voted Use of Retained Earnings for FY2015 Budget (ATM2014)	\$ -
Less Proposed Use of Retained Earnings for FY2016 Budget (ATM2015)	\$ -
Projected Balance as of 06/30/2015*	\$ 2,157,134

*Revenues remain a projection, until certified by the the Department of Revenue, therefore this is only a projection as of this point in time, until Retained Earnings go through the Certification process.

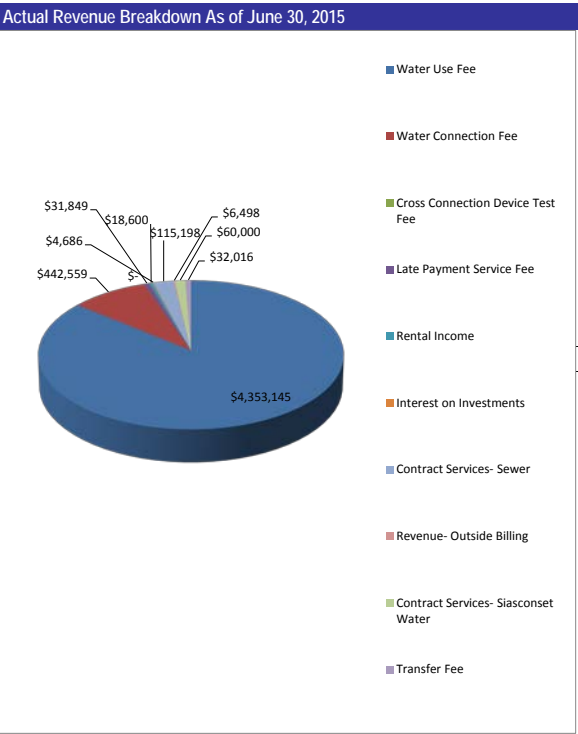


FY2015 Wannacomet Enterprise Fund Budget Update

Operating Revenue and Expenditures As of June 30, 2015

REVENUE		FY2015	FY2015	FY2014	STATISTICS			
		Budget w/Carryforward	Actual (As of 06/30/15)	LY Actual (As of 06/30/14)	\$ Variance to Budget	\$ Variance to LY	% to Budget	% to LY
	Water Use Fee	\$ 4,012,300	\$ 4,353,145	\$ 3,964,934	\$ 340,845	\$ 388,211	108%	10%
	Water Connection Fee	\$ 290,000	\$ 442,559	\$ 521,946	\$ 152,559	\$ (79,387)	153%	-15%
	Cross Connection Device Test Fee	\$ 20,250	\$ -	\$ -	\$ (20,250)	\$ -	0%	0%
	Late Payment Service Fee	\$ 34,800	\$ 31,849	\$ 60,155	\$ (2,951)	\$ (28,306)	92%	-47%
	Rental Income	\$ 18,600	\$ 18,600	\$ 18,650	\$ -	\$ (50)	100%	0%
	Interest on Investments	\$ 11,850	\$ 4,686	\$ 10,273	\$ (7,164)	\$ (5,587)	40%	-54%
	Contract Services- Sewer	\$ 105,000	\$ 115,198	\$ 112,124	\$ 10,198	\$ 3,074	110%	3%
	Revenue- Outside Billing	\$ 1,500	\$ 6,498	\$ 4,800	\$ 4,998	\$ 1,698	433%	35%
	Contract Services- Siasconset Water	\$ 80,000	\$ 60,000	\$ 52,500	\$ (20,000)	\$ 7,500	75%	14%
	Transfer Fee	\$ 30,000	\$ 32,016	\$ 29,632	\$ 2,016	\$ 2,384	107%	8%
	Premium Revenue on Debt	\$ -	\$ 1,889	\$ 1,777	\$ 1,889	\$ 112	100%	6%
Total Revenue*		\$ 4,604,300	\$ 5,066,439	\$ 4,776,791	\$ 462,139	\$ 289,649	110%	6%
OPERATING EXPENDITURES WITHOUT DEBT		Budget w/Carryforward	Actual (As of 06/30/15)	LY Actual (As of 06/30/14)	\$ Variance to Budget	\$ Variance to LY	% to Budget	% to LY
	Payroll - Salary	\$ 1,064,650	\$ 1,079,925	\$ 1,039,002	\$ 15,275	\$ 40,923	101%	4%
	Medicare P/R Tax Expense	\$ 15,100	\$ 15,376	\$ 14,773	\$ 276	\$ 603	102%	4%
	Medical Insurance	\$ 203,265	\$ 184,636	\$ 182,158	\$ (18,629)	\$ 2,478	91%	1%
	Barnstable County Retirement	\$ 216,417	\$ 204,649	\$ 196,296	\$ (11,768)	\$ 8,354	95%	4%
	Utilities	\$ 150,816	\$ 160,802	\$ 144,881	\$ 9,986	\$ 15,922	107%	11%
	Repairs & Maintenance	\$ 116,917	\$ 188,096	\$ 145,869	\$ 71,179	\$ 42,227	161%	29%
	Professional Services	\$ 112,000	\$ 76,892	\$ 139,369	\$ (35,108)	\$ (62,477)	69%	-45%
	Inventory	\$ 69,675	\$ 132,269	\$ 82,978	\$ 62,594	\$ 49,291	190%	59%
	General Insurance	\$ 90,700	\$ 80,550	\$ 76,902	\$ (10,150)	\$ 3,648	89%	5%
	Other Supplies	\$ 23,100	\$ 18,317	\$ 19,978	\$ (4,783)	\$ (1,661)	79%	-8%
	Travel	\$ 31,000	\$ 42,994	\$ 32,620	\$ 11,994	\$ 10,374	139%	32%
	Indirect Costs	\$ 93,000	\$ 93,000	\$ 179,266	\$ -	\$ (86,266)	100%	-48%
	Other	\$ 128,648	\$ 76,986	\$ 64,286	\$ (51,662)	\$ 12,699	60%	20%
Total Expenditures Excluding Debt		\$ 2,315,288	\$ 2,354,491	\$ 2,318,378	\$ 39,204	\$ 36,114	102%	2%
Surplus (Deficit) of Revenue Over Expenditures Excluding Debt		\$2,289,012	\$2,711,948	\$2,458,413	\$ 422,936	\$ 253,535	118%	10%
DEBT SERVICE		Budget w/Carryforward	Actual (As of 06/30/15)	LY Actual (As of 06/30/14)	\$ Variance to Budget	\$ Variance to LY	% to Budget	% to LY
	Principal	\$ 1,560,000	\$ 1,560,000	\$ 1,545,000	\$ -	\$ 15,000	100%	1%
	Interest	\$ 750,123	\$ 750,123	\$ 825,374	\$ (0)	\$ (75,251)	100%	-9%
	Issuance Costs	\$ -	\$ -	\$ -	\$ -	\$ -	0%	0%
	BAN Costs, Principal, Interest	\$ -	\$ -	\$ -	\$ -	\$ -	0%	0%
	Other	\$ -	\$ -	\$ -	\$ -	\$ -	0%	0%
Total Debt Service		\$2,310,123	\$2,310,123	\$2,370,374	\$ (0)	\$ (60,251)	100%	-3%
Total - Surplus (Deficit) of Revenue Over All Operating Expenditures*		-\$21,111	\$401,825	\$88,039	\$ 422,936	\$ 313,786	100%	356%
OTHER FINANCING SOURCES		Budget w/Carryforward	Actual (As of 06/30/15)	LY Actual (As of 06/30/14)	\$ Variance to Budget	\$ Variance to LY	% to Budget	% to LY
	General Fund Subsidy	\$ -	\$ -	\$ -	\$ -	\$ -	0%	0%
	General Fund Free Cash Subsidy	\$ -	\$ -	\$ -	\$ -	\$ -	0%	0%
	Voted Use of Certified Retained Earnings	\$ -	\$ -	\$ -	\$ -	\$ -	0%	0%
	2014 Encumbrance Carryforward	\$ 21,111	\$ -	\$ -	\$ -	\$ -	0%	0%
Total Other Financing Source		\$21,111	\$0	\$0	\$0	\$0	0%	0%
Surplus (Deficit) of Revenue Plus Other Financing Sources Over Expenditures*		\$ 0	\$ 401,825	\$ 88,039	\$ 401,825	\$ 313,786	100%	356%

BENCHMARKS			
% of Debt to Operating Expense Policy	12%	12%	12%
% of Actual Debt to Operating Expense	50%	50%	51%
Certified Retained Earnings	\$ 1,755,309		
% of Certified Retained Earnings Used for Operations	0.0%		
% of Certified Retained Earnings Used for One Time or Capital Expenditures	0.0%		



Financial Highlights As of June 30, 2015

*Note: Governments operate on a budgetary basis; therefore revenue earned in excess of the certified budget is not available to offset expenditures in the current fiscal year. Excess revenue and expenditure turnbacks must go through the State of Massachusetts retained earnings certification process before they can be appropriated at a subsequent annual and/or special town meeting. Once certified, retained earnings can only be appropriated at an annual and/or special town meeting.

TOWN OF NANTUCKET
SIASCONSET - ENTERPRISE FUND

	Actual FY2015	Actual FY2014	BUDGET FY2015
REVENUE	\$ 1,898,663	\$ 982,417	\$ 1,079,750
EXPENSES	\$ 1,076,641	\$ 1,056,645	\$ 1,082,277
NET EARNINGS	\$ 822,022	\$ (74,228)	\$ (2,527)
Transfer from Retained Earnings	\$ -	\$ -	\$ -
NET EARNINGS	\$ 822,022	\$ (74,228)	\$ (2,527)
Retained Earnings			
NET SOURCES/USES:			
Article 1- GF Free Cash Subsidy (STM 10/2012)			
Article #- GF Subsidy	\$ -	\$ 153,500	\$ -
FY2014 Encumbrance Carryforwards	\$ -	\$ -	\$ 2,527
FinCom GF Reserve Fund Transfer	\$ -	\$ -	\$ -
Surplus(Deficit)	\$ 822,022	\$ 79,272	\$ 0

Certified Retained Earnings as of July 1, 2014	\$ 421,661
Plus Current Surplus(Less Current Deficit) as of 06/30/2015	\$ 822,022
Less Voted Use of Retained Earnings for FY2015 Budget (ATM2014)	\$ -
Less Proposed Use of Retained Earnings for FY2016 Budget (ATM2015)	\$ (50,072)
Projected Balance as of 06/30/2015*	\$ 1,193,611

*Revenues remain a projection, until certified by the the Department of Revenue, therefore this is only a projection as of this point in time, until Retained Earnings go through the Certification process.

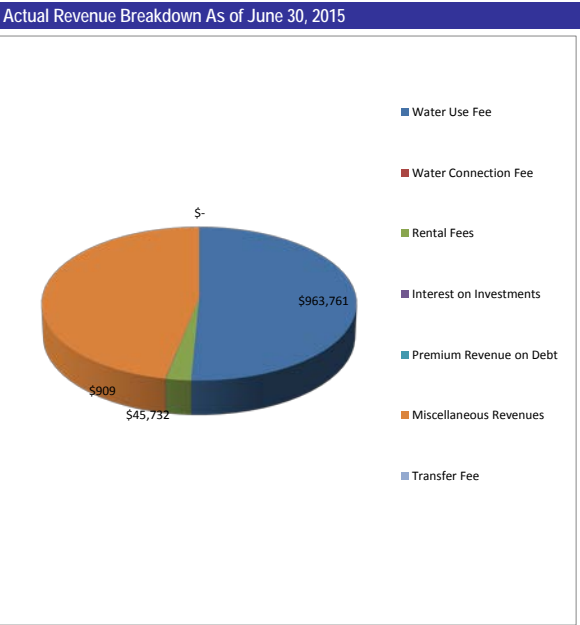


FY2015 Siasconset Enterprise Fund Budget Update

Operating Revenue and Expenditures As of June 30, 2015

REVENUE		FY2015	FY2015	FY2014	STATISTICS			
		Budget w/Carryforward	Actual (As of 06/30/15)	LY Actual (As of 06/30/14)	\$ Variance to Budget	\$ Variance to LY	% to Budget	% to LY
	Water Use Fee	\$ 1,009,000	\$ 963,761	\$ 766,789	\$ (45,239)	\$ 196,972	96%	26%
	Water Connection Fee	\$ 9,000	\$ -	\$ -	\$ (9,000)	\$ -	0%	0%
	Rental Fees	\$ 60,900	\$ 45,732	\$ 59,400	\$ (15,168)	\$ (13,668)	75%	0%
	Interest on Investments	\$ 850	\$ 909	\$ 1,618	\$ 59	\$ (709)	107%	-44%
	Premium Revenue on Debt	\$ -	\$ -	\$ 1,111	\$ -	\$ (1,111)	0%	0%
	Miscellaneous Revenues	\$ -	\$ 888,261	\$ -	\$ 888,261	\$ 888,261	100%	100%
	Transfer Fee	\$ -	\$ -	\$ -	\$ -	\$ -	0%	0%
	Trasnfer From General Fund	\$ -	\$ -	\$ 153,500	\$ -	\$ (153,500)	0%	-100%
Total Revenue*		\$ 1,079,750	\$ 1,898,663	\$ 982,417	\$ 818,913	\$ 916,246	176%	93%
OPERATING EXPENDITURES WITHOUT DEBT		Budget w/Carryforward	Actual (As of 06/30/15)	LY Actual (As of 06/30/14)	\$ Variance to Budget	\$ Variance to LY	% to Budget	% to LY
	Medical Insurance	\$ 30,000	\$ 30,495	\$ 29,966	\$ 495	\$ 529	102%	2%
	Utilities	\$ 26,727	\$ 21,573	\$ 24,064	\$ (5,154)	\$ (2,491)	81%	-10%
	Repairs & Maintenance	\$ 2,000	\$ 3,552	\$ 5,905	\$ 1,552	\$ (2,353)	178%	-40%
	Professional Services	\$ 92,825	\$ 85,762	\$ 72,551	\$ (7,063)	\$ 13,211	92%	18%
	General Insurance	\$ 22,885	\$ 21,419	\$ -	\$ (1,466)	\$ 21,419	94%	100%
	Other Supplies	\$ 200	\$ 191	\$ 16	\$ (9)	\$ 175	95%	1082%
	Field Work- Water	\$ 9,700	\$ 9,975	\$ 7,377	\$ 275	\$ 2,598	103%	35%
	Indirect Costs	\$ 15,000	\$ 15,000	\$ 15,250	\$ -	\$ (250)	100%	-2%
	Other	\$ 4,815	\$ 5,564	\$ 6,504	\$ 749	\$ (940)	116%	-14%
Total Expenditures Excluding Debt		\$ 204,152	\$ 193,530	\$ 161,632	\$ (10,622)	\$ 31,898	95%	20%
Surplus (Deficit) of Revenue Over Expenditures Excluding Debt		\$875,598	\$1,705,133	\$820,785	\$ 829,535	\$ 884,348	195%	108%
DEBT SERVICE		Budget w/Carryforward	Actual (As of 06/30/15)	LY Actual (As of 06/30/14)	\$ Variance to Budget	\$ Variance to LY	% to Budget	% to LY
	Principal	\$ 605,000	\$ 605,000	\$ 590,000	\$ -	\$ 15,000	100%	3%
	Interest	\$ 273,125	\$ 278,111	\$ 305,012	\$ 4,986	\$ (26,901)	102%	-9%
	Issuance Costs	\$ -	\$ -	\$ -	\$ -	\$ -	0%	0%
	BAN Costs, Principal, Interest	\$ -	\$ -	\$ -	\$ -	\$ -	0%	0%
	Other	\$ -	\$ -	\$ -	\$ -	\$ -	0%	0%
Total Debt Service		\$878,125	\$883,111	\$895,012	\$ 4,986	\$ (11,901)	101%	-1%
Total - Surplus (Deficit) of Revenue Over All Operating Expenditures*		-\$2,527	\$822,022	-\$74,228	\$ 824,549	\$ 896,249	100%	-1207%
OTHER FINANCING SOURCES		Budget w/Carryforward	Actual (As of 06/30/15)	LY Actual (As of 06/30/14)	\$ Variance to Budget	\$ Variance to LY	% to Budget	% to LY
	General Fund Reserve Fund Subsidy	\$ -	\$ -	\$ 153,500	\$ -	\$ (153,500)	0%	-100%
	General Fund Free Cash Subsidy	\$ -	\$ -	\$ -	\$ -	\$ -	0%	0%
	Voted Use of Certified Retained Earnings	\$ -	\$ -	\$ -	\$ -	\$ -	0%	0%
	2014 Encumbrance Carryforward	\$ 2,527	\$ -	\$ -	\$ -	\$ -	0%	0%
Total Other Financing Source		\$2,527	\$0	\$153,500	\$0	-\$153,500	0%	0%
Surplus (Deficit) of Revenue Plus Other Financing Sources Over Expenditures*		\$ (0)	\$ 822,022	\$ 79,272	\$ 822,022	\$ 742,749	100%	937%

BENCHMARKS			
% of Debt to Operating Expense Policy		12%	12%
% of Actual Debt to Operating Expense		81%	82%
			85%
Certified Retained Earnings		\$ 421,661	
% of Certified Retained Earnings Used for Operations		0.0%	
% of Certified Retained Earnings Used for One Time or Capital Expenditures		0.0%	



Financial Highlights As of June 30, 2015

*Note: Governments operate on a budgetary basis; therefore revenue earned in excess of the certified budget is not available to offset expenditures in the current fiscal year. Excess revenue and expenditure turnbacks must go through the State of Massachusetts retained earnings certification process before they can be appropriated at a subsequent annual and/or special town meeting. Once certified, retained earnings can only be appropriated at an annual and/or special town meeting.

2 Fairgrounds Road Housing Update – 8/19/15 Board of Selectmen Meeting

As of 8/12/15

Background

Several months ago ReMain offered to fund the services of an architect to come up with conceptual drawings for the number(s) of rental units that could be potentially constructed at the 2(-4) Fairgrounds Road site. This analysis involved a calculation under existing zoning, CN zoning (would require Town Meeting approval), a 40R scenario (would require Town Meeting approval) and a 40B. The number of units obviously varies under each zoning scenario, with the most units being allowed with a 40B or CN zoning. Using a combination of types of units (Studio, 1-BR, 2-BR, 3-BR) a capacity assessment (“all in” cost analysis of the cost of development of two different zoning scenarios) was also developed and facilitated by ReMain.

An administrative workgroup comprised of:

- Town Manager
- Director of Planning
- ReMain reps x 2 plus architect
- School Superintendent
- Director of Housing Nantucket
- 2 Selectmen

has met a few times to review and discuss these scenarios and provide input/information. We most recently met on August 11th and generally agreed that prior to issuance of an RFP for a developer to develop the site, we need the Board’s input and agreement and/or acknowledgement on the following:

1. Goal for Housing at the Site:

The group’s understanding is that as a result of the approval of Article 99 of the 2015 annual town meeting (authorizes Board to long-term lease portions of the 2 FG site for housing); and the 2015 workforce housing survey that a portion of the Town-owned property at 2-4 Fairgrounds Road should be made available for Community Housing including a mix of affordable and market-rate units, and a number of units specifically for town employees; with the highest density reasonably and economically feasible; to be developed and managed by a third party(s); the land to be leased to the developer/third-party at no or low cost until certain level of rental income is received at which point, the Town could share in the receipt of that revenue.

Need Board to confirm/modify

2. Siting of the New Municipal Building:

Confirmation that the new municipal building is intended to be sited at the corner of Fairgrounds and Old South Roads; or, in that immediate vicinity. ***Need Board to confirm/modify***

3. Confirmation that Immediate (future?) Municipal Needs can be met at the Site:

As we are getting definitive with housing at this site, we need to understand/acknowledge that once housing is “in”, it isn’t likely to be removed. There are some items we need to be sure we can take care of elsewhere – or at 2-4 Fairgrounds - before we commit to the areas that have been identified for the housing, including:

- Our Island Home (Sherburne Commons site analysis in progress)
- Town fueling station (different location actively under review);
- Parking? (additional Park & Ride?)*
- Additional seasonal housing (39 Washington probably temporary; may need to “reserve” an area at 2-4 FG for dormitory housing)

Need Board to acknowledge/understand

4. Financing & Timing:

There are various options for financing this project. The most common option would be for the Town to issue an RFP for the property to be developed in accordance with certain conditions (such as: number/type of units, 3rd party management requirement, who will fund what for infrastructure and utilities, layout, under what zoning the property will be developed, what the lease terms would be). We are planning to meet with a developer next month who has done many housing projects so that we can get direct input on structuring an RFP; and, to have a professional prepare the RFP for the Board’s review; and, perhaps most importantly to understand what risks this project might pose. We want to issue an RFP to which qualified, reputable, reliable, capable, developers will respond.

Need Board to confirm/modify/provide input

**this leads into potential options for the Fire Station property which should undergo a reuse review sometime soon*

Monthly Town Management Activities Report

08/19/15

Highlights:

Personnel

- OIH Admin vacancy – very difficult; taking new approach; hopefully have a viable candidate but housing is (again) a challenge
- Customer Service Assistant (Town Admin office) – taking new approach; advertising now
- Various grievance and disciplinary actions

Meetings:

- BOS meetings
- BOS Executive Session meetings
- Departmental capital projects approved at 2015 ATM
- Department head weekly & monthly mtgs
- Nantucket Community Association Annual Forum on 7/27
- Event Committee Meetings
- Fast Ferry Connector funding meeting
- Waste Options
- check-in with Community School about playing fields programming

Projects:

- ePermitting legal action
- Tank Farm relocation RFP & follow-up
- Children's Beach concession renovation
- 2 FG new municipal building
- Brant Point boat house
- Historic bike route
- Human Resources operational review
- 4FG rental housing
- Fire station; OPM service contract
- Capital improvement planning software implementation
- Sidewalk along First Way
- Hummock Pond Road bike path extension
- Boulevard reconstruction
- Pond harvester; pond study grant
- Codification of all Town regulations
- OIH
- IT & Visitor Services Operational Reviews
- Facility Maintenance RFP

Other:

- FY 17 budget: preliminary planning, including 5-year projections and CIP updates
- 2016 ATM timeline planning

- OBB easements; real estate issues
- Complaints, many this summer (noise, construction, the name of a street, a shallow pothole, brushcutting, parking, traffic, private property owner vs private property owner; debris off a private beach)
-
- Business License discussions
- Events (sanctioned & non-sanctioned) – taking up a lot of time (polo match proposed for Jetties Beach; movie proposed for September)
- Town Manager July e-newsletter

Baxter Road Erosion Protection Settlement Statement

Given that the Department of Environmental Protection (DEP) issued a Superseding Order of Conditions approving the geotube structure and related mitigation and monitoring program, and given the costs and risks for all parties of engaging in the pending legal actions, designated representatives of the Board of Selectmen (BOS), the Nantucket Conservation Commission (ConCom) and the Siasconset Beach Preservation Fund (SBPF) have been meeting in a work group (composed of Rick Atherton, Matthew Fee, Ernest Steinauer, Andrew Bennett, Joshua Posner, and Amos Hostetter) to discuss a possible resolution of the existing conflicts related to the interim permitting of the 900-foot geotube project installed in the winter of 2013 and 2014 in the northern Baxter Road area under a 30-day Emergency Certification Order issued by the ConCom.

The major conditions that exist and require resolution, either by mutual agreement or determination by the legal system, are:

- The BOS granted approval to SBPF to use Town-owned land for the installation of the geotubes.
- The geotubes were installed under a 30-day Emergency Certification Order issued by the ConCom and have remained in place since the winter of 2014.
- The ConCom denied the project under the follow up permitting process.
- SBPF appealed the ConCom decision.
- The DEP issued a Superseding Order approving the project.
- The ConCom appealed the Superseding Order.
- Thus, there are pending appeals of the local Order issued under the Wetlands By-Law and of the Superseding Order issued under the state Wetlands Protection Act.

Recognizing that no party will be fully supportive of all aspects of any compromise solution, the discussions have focused on several ways to avoid the risks of leaving the courts to make decisions impacting Nantucket and the integrity of the local Wetlands By-Law. Therefore the working group fully supports a settlement of the appeals and recommends approval and issuance of a local Order of Conditions by the ConCom to permit the project.

The key components of the mutually acceptable settlement that provides for local decision making and control include the following:

- ConCom will open a public hearing to consider a new Notice of Intent that will request an Order of Conditions that will address matters outlined below, in addition to detailed conditions for an erosion-control project of this type;

- The permit will allow the project to remain in place for a 3-year permit period, as constructed and permitted by the State Superseding Order. This will include the addition of a fourth geotube tier on designated lots, the installation of returns at either end of the structure, and related vegetation and drainage.
- All legal appeals will then be withdrawn, as will the SBPF application for a 4,000+ foot rock revetment.
- SBPF will not apply for additional permits for its desired expansion of the project until January, 2018, and, if approved, expansion of the erosion protection will not be constructed before September 2018, about three years from the issuance of a local Order of Conditions.
- It is being concurrently arranged that SBPF and specific property owners will voluntarily provide alternate access to northern Baxter Road (avoiding the need for a Taking) and also provide One Big Beach agreements with the Town prior to the issuance of an Order of Conditions.

This recommendation is also made in light of a vote by the ConCom to settle the litigation along these terms. However, it is recognized that there are no precedents, pre-conditions or expectations for any future ConCom actions. All parties recognize that the ConCom is the regulatory body with the responsibility to make decisions in this matter, subject to the established appeal process, if a party chooses to pursue such a course of action.



ALCOHOL COMPLIANCE VIOLATION STATISTICS 2011 - 2015

CHAPTER 250 TOWN OF NANTUCKET RULES AND REGULATIONS GOVERNING ALCOHOLIC BEVERAGES

C. Determination of Sanctions

Sanctions will be determined according to the following procedure:

1. Offenses for which the Board may issue sanctions include, without limitation, those offenses as listed in Section XV, Subsection D.
2. The Board may make adjustments according to the existence of factors that warrant an increase in the sanction described in Section XV, Subsection E ("Aggravating Circumstances") or a decrease in the sanction as described in Section XV, Subsection F ("Mitigating Circumstances").
3. The Board may take into consideration the number of violations involved in the particular offense.
4. The Board may take into consideration the alleged offender's acceptance of responsibility as described in Section XV, Subsection F.
5. The Board shall also consider any relevant actions taken by the ABCC.
6. The Board may take into consideration previous written warnings issued by the Town to the licensee. The Board may consider the date(s) of the written warning(s), the reasons therefore, and the similarity of the incident resulting in the warning with the incident at hand.



ALCOHOL COMPLIANCE VIOLATION STATISTICS 2011 - 2015

CHAPTER 250 TOWN OF NANTUCKET RULES AND REGULATIONS GOVERNING ALCOHOLIC BEVERAGES

G. Imposition of Sanctions

The Board's imposition of sanctions will be consistent with the Regulations and any applicable state statutory provisions. Note that these are guidelines only. Those persons who violate said Regulations or state statutes may expect one or more of the following consequences as appropriate in the sole discretion of the Board:

- (1) Suspension of license for a stated number of days. Licensees are advised that **the following chart only represents guidelines for use by the Board** when making its final decision in response to a liquor license violation. **The Board, in accordance with the aggravating or mitigating factors as presented above, shall retain the authority to deviate from these guidelines in such cases as it deems appropriate.**

First violation: Written Warning;

Second violation: 1-2 day Suspension;

Third violation: 3-4 day Suspension;

Fourth violation: 5-6 day Suspension, regardless of amount of penalty suspended, if any;

Fifth violation: 7-15 day Suspension;

Sixth violation: 16-30 day Suspension;

Seventh violation: 31 days to One (1) Year Suspension, or Revocation; or Revocation of license and prohibition on reapplying for a one (1) year period.



2015 ALCOHOL COMPLIANCE VIOLATIONS ROUND 1 (week of July 20, 2015)

Violation Codes: T = No TIPS Training < = Sale of Liquor to Person < 21 O = Other

Establishment	2011	2012	2013	2014	2015	5 Year Total	2015 SANCTIONS (Based on Blue Book Guidelines: CH. 250, Sec. G)
Arno's	1 <	1 <	1 < 1 T	1 <	1 < 1 T	*3 < 2 T	7 - 15 Days Suspension *2011-12 not included in total violations due to change in Manager for 2013-2015
Atlas					*1 <	*	*(1) Violation pending result of criminal hearing
Cafe V Sushi					1 <	1 <	Written Warning
Cowboys Market					1 <	1 <	Written Warning
Figs/29 Fair					1 < * O	1 <	Written Warning *Pending Investigation for Add'l Violations
Mersault Wine Bar					1 < 1 T	1 < 1 T	1-2 Day Suspension
Miacomet Golf Club			1 <	1 <	1 <	3 <	3-4 Day Suspension
Old South Liquors					1 <	1 <	Written Warning
Westmoor Club					1 < 1 T	1 < 1 T	1-2 Day Suspension
NO TIPS TRAINING TOTALS	0	0	1	0	3	4	
< 21 TOTALS	1	1	2	2	8	14	

CHAPTER 250

TOWN OF NANTUCKET

RULES AND REGULATIONS GOVERNING ALCOHOLIC BEVERAGES

Effective Date: March 1, 2010

By virtue of the authority contained in Chapter 138, Section 23, and Chapter 140 of the Massachusetts General Laws, as amended, the Board of Selectmen of the Town of Nantucket, serving as the Town's Liquor Licensing Authority (hereinafter, the "Board" or "local licensing authority") hereby promulgates these Rules and Regulations Governing Alcoholic Beverages (hereinafter, the "Regulations"). The Regulations shall supersede all previous applicable regulations or policies issued by the Town of Nantucket (the "Town"). The Board reserves the right to amend the Regulations periodically as it sees fit, upon advance notice.

All licenses issued for the sale in any manner of any alcoholic beverage shall be issued by the Board on the condition of full compliance with the Regulations. The failure to comply with the Regulations and other applicable bylaws or rules issued by the Town or state shall constitute sufficient cause or grounds for refusing to grant said licenses, or for suspending, canceling, or revoking any license already granted by the Board.

I. Alcoholic Beverages

No person shall drink any alcoholic beverages as that term is defined in Chapter 138 of the Massachusetts General Laws, as amended ("Chapter 138"), Section 1, while on, in or upon any public way or upon any way to which the public has a right of access, or any place to which members of the public have access as invitees or licensees, park or playground, or private land or place without consent of the owner or person in control thereof. All alcoholic beverages used in violation of the Regulations and/or Chapter 54 of the Nantucket Code may be seized.

No person shall sell, furnish or provide alcohol to any person under the age of 21. In addition to the 'rules and regulations' pertaining to the licensing and sale of alcoholic beverages that follow, Nantucket residents and visitors should be aware of the principle of social host liability under Massachusetts law (MGL Chapter 138, section 34). A "social host" is an individual who provides alcoholic beverages to guests in his or her home, or other property (s)he owns or manages. The law defines 'furnish' as 'to knowingly or intentionally supply, give or provide to or allow a person under 21 years of age (except for the children and grandchild of the person being charged) to possess alcoholic beverages on premises or property owned or controlled by the person charged.' Under Massachusetts law, a social host may under certain circumstances be held liable (criminally and/or civilly) for injuries caused by a guest who, having consumed alcohol at the host's premises (even if the property owner is not present at the time), does harm to himself or herself or to a third party. If the guest is not of legal drinking age (i.e., under 21 years of age) and the host knew or reasonably should have known that he/she was furnishing alcohol to an underage youth, the host may be held responsible for injuries or damage to the underage youth, or to third parties caused by the his/her alcohol influenced actions. Furthermore, even if the guest was not an underage youth, a social host may be liable for injuries to third parties if the host knew or should have known that the guest was intoxicated but, nevertheless, gave him or her, or permitted him or her

to take an alcoholic drink.

The State Liquor Control Act, G.L. Chapter 138, regulates "alcoholic beverages" as that term is defined by law. The law defines "alcoholic beverages" to be "any liquid intended for human consumption as a beverage and containing one half of one percent or more of alcohol by volume at sixty degrees Fahrenheit." Thus, if a product is composed or manufactured so that it contains 1/2% or more of alcohol by volume at sixty degrees Fahrenheit, it is an "alcoholic beverage" and subject to the Liquor Control Act. If a product is composed or manufactured so that it contains less than 1/2% of alcohol by volume at sixty degrees Fahrenheit, it is not an "alcoholic beverage" and is not subject to the Liquor Control Act

II. General Provisions Regarding the Administration of Licensed Premises

(1) An applicant for a liquor license must meet the requirements of Chapter 138, the Regulations, and any other applicable local or state law.

(2) All employees serving alcohol to the public are required to successfully complete an alcoholic beverage server training program approved by the Town. The requirement set forth in the preceding sentence shall include and apply to the manager, assistant manager, and persons responsible for viewing identification cards to determine the age of patrons for service of alcohol. All employees engaged in serving or selling alcoholic beverages and/or viewing of identification cards shall be certified within thirty (30) days of employment at the licensed premises. To the extent an employee other than the manager or assistant manager serves alcohol or views identifications cards within the first thirty (30) days of his or her employment without having successfully completed an alcoholic beverage server training program, the manager, manager of liquor license, or Manager on Duty will be personally responsible for that employee, and any violation of the Regulations committed by that employee will be treated as if the said manager had committed the violation. Managers and assistant managers shall have successfully completed an alcoholic beverage server training program prior to assuming the duties of manager or assistant manager. All alcohol servers are strongly encouraged to attend periodic server retraining programs at least once per calendar year. Server Training Certification must be current/valid and the employee must renew *prior* to expiration of certification. Retention of the records of training and retraining is the responsibility of the manager and must be made available to the Nantucket Police Department upon request.

(3) Certain practices, including, without limitation, "Happy Hours", are prohibited per Chapter 138, Sections 12 and 14, 204 CMR 4.00, et seq.

(4) Cover charges are not permitted except in compliance with Massachusetts General Laws Chapter 140, Section 183D and 204 CMR 2.16.

(5) The Board has very broad discretion to determine whether or not to issue a license in the Town of Nantucket and whether such license would serve a public need in such a manner as to protect the common good.

(6) The licensed premises shall be subject, at all times, to inspection by the Nantucket Town Manager or his/her designee(s).

(7) The Nantucket Police Department shall have the authority to investigate potential violations of the Regulations and to conduct other such enforcement as the Chief of Police deems appropriate, including the use of plainclothes police officers for the purposes of ensuring compliance with Chapter 138, the Regulations, and other state and local laws as may be applicable.

(8) Any prior restrictions or conditions placed upon a property housing a liquor license establishment by another Town Board or Commission will be construed as also having the agreement of the local licensing authority.

III. Hours of Sale

(1) In accordance with Chapter 138, Section 12, the "Official Opening and Closing Hours" are those which are designated on the licensee's liquor license issued by the Board. Last call shall be at least fifteen (15) minutes prior to the "Official Closing Hour." No alcoholic beverages may be served after the "Official Closing Hour". All tables and bars must be cleared of all glasses, bottles and containers of alcoholic beverages and all customers must be off the licensed premises within one-half hour after the "Official Closing Hour". Owners and employees must be off the licensed premises no later than sixty (60) minutes after the "Official Closing Hour," provided that owners and their employees and contractors may be on the licensed premises at any time for the purpose of cleaning, making emergency repairs, providing security for such premises, or preparing food for the next day's business. No employee or owner shall consume alcohol on the premises nor serve any alcoholic beverages at the licensed premises before the "Official Opening Hour" or after the "Official Closing Hour." Patrons are not permitted to bring alcoholic beverages into the licensed premises for their own consumption. Common Victualler Licensees are not permitted to keep alcoholic beverages on the premises except for a reasonable small quantity that is used in preparation of certain specialty foods.

(2) A violation of any of the afore-mentioned restrictions regarding the hours of operation shall constitute a violation of the Regulations and may subject the licensee to modification, suspension, revocation or cancellation of its license in accordance with Chapter 138.

IV. Change of Manager

(1) An application for change of manager of the licensed premises must be filed with the Board at least two (2) weeks before the proposed effective date of the change, unless the approved manager has terminated his or her employment without prior notice to the licensee. In that case, the licensee must notify the Board of the name of the person who will discharge the duties of manager while he or she is absent pending selection and approval of a new manager by the close of the next business day following the manager's termination of employment. If the employment of the approved manager is terminated by the licensee, or if the approved manager is replaced, transferred, or for other reason due to action by the licensee is no longer acting as manager, the licensee must file an application for change of manager at least two (2) weeks before the action is taken by the licensee and must obtain approval by the Board of the application before changing the manager. If circumstances other than those stated above require a licensee to make a change in manager without timely filing the required application, the licensee shall file the application at the earliest practicable time and must include a detailed statement of the reasons for its delay. If the Board finds that the circumstances of the delay justify the noncompliance, no sanction will be imposed. If the circumstances are not found to be sufficient, the Board may impose a

day of suspension for each day of unjustified noncompliance, or such other sanction as permitted by Section XV of the Regulations. When submitting an application for change of manager, the manager shall be certified as an alcohol server prior to submitting the application. Furthermore, approval of a change in manager may be conditioned upon proof of payment of all outstanding local, state and federal taxes and fees.

(2) Upon receipt of an application for an original license, or in the case of a new manager, upon being advised of the new manager's identity, the Nantucket Police Department will conduct a background check of any proposed licensee, manager, and such check will include a review of any existing criminal record. The licensing authority may reject any application where the licensee's or manager's criminal record indicates theft, unlawful sale, use or distribution of controlled substances, alcohol-related offenses, association with known felons or individuals involved in organized crime, a propensity for violence, or other behavior that, in the opinion of the licensing authority, puts the public at risk.

(3) Violation of any of the aforementioned restrictions regarding change of manager shall constitute a violation of the Regulations and shall subject the licensee to possible sanctions.

V. Manager Responsibilities

(1) The Board regards the manager of licensed premises as the principal representative of the licensee and, as such, having full authority and control of the licensed premises and of the conduct of all business taking place therein relative to alcoholic beverages, as referred to in Chapter 138 and the Regulations.

(2) Without limiting the scope of the previous subsection, the Board will hold the manager of the licensed premises responsible for the following:

- a. Selection of qualified employees, including servers, clerks and persons who are engaged in dealing with the public in any capacity;
- b. Training of employees in all matters relating to the sale or service of alcoholic beverages;
- c. Assuring that employees serving alcohol to the public have successfully completed an alcoholic beverage server training program for serving alcohol responsibly, and provide for continual training of employees engaged in serving and selling alcoholic beverages;
- d. Ensuring that no criminal activity, including the illegal sale, use or distribution of controlled substances, takes place on the licensed premises or on any parking area of the licensed premises;
- e. Promptly reporting to the Nantucket Police Department all instances of attempted purchases or procurement of service of alcoholic beverages by minors, including attempts to gain access to premises upon which alcoholic beverages are served and from which minors are excluded. In such instances, the licensee is expected to take appropriate action, which shall include: (1) reporting to the Registry of Motor Vehicles instances involving possession or use of a false, forged or counterfeit license to operate motor vehicles or identification card issued by the Registry of Motor Vehicles; (2) confiscation of liquor identification cards or motor vehicle

operator's license presented by the minor, and: (3) if a purchase was made or service was procured, the name of the licensee's employee participating therein;

f. Enforcement of the Regulations and any applicable state law with respect to the operation of the licensed premises; and

g. Ensuring that the licensed premises, including the exterior, are kept clean, neat and sanitary at all times.

(3) Except as provided herein, the manager of the licensed premises must be a full-time employee or a corporate officer of the licensee, must be engaged exclusively in the management of the licensed premises, and must be a qualified seller or server of alcoholic beverages. When the manager is not present at the licensed premises, the person in charge of the business must be a qualified seller or server of alcoholic beverages and designated by the approved manager to have charge of the business in the manager's absence. The manager will continue to be responsible for the operation of the business whether or not he/she is present at the licensed premises. When the manager is not at the premises a method of contacting him/her promptly must be arranged so that he/she can be reached at all times by the person designated to be in charge of the premises in his/her absence. The provisions of the first sentence of this subsection shall not apply to any licensee holding a license issued under Chapter 138, Section 12, to a veterans organization or to a licensee holding a license issued to a club under said chapter.

(4) Failure of the manager to comply with the Regulations may result in his or her removal as manager or suspension or revocation of the liquor license as the Board finds appropriate given the specific circumstances.

VI. Procedure for Obtaining New Liquor Licenses

(1) In addition to submitting all of the liquor license application documents as may be required by the Alcoholic Beverages Control Commission ("ABCC"), the applicant for a liquor license of any type must submit a letter to the Board summarizing its proposal and requesting a public hearing before the Board. The Town Manager and Chairman of the Board will jointly assign a date for such public hearing. As part of the application process, the applicant must provide payment for the publication of a legal notice to appear in a local newspaper for two (2) consecutive weeks prior to the assigned public hearing, in accordance with Chapter 138. At the public hearing, the Board will consider the application for a liquor license and the input of any interested members of the public. The Board's decision on the application will be communicated to the applicant in a timely manner. The Town will provide a copy of the Regulations to each licensee at the time the new liquor license is issued and at the time of license renewal. The licensee shall sign a receipt to be maintained at the town offices evidencing their receipt of a copy of the Regulations.

(2) The Board in reviewing applications has very broad discretion to determine whether to issue a license in the Town of Nantucket and whether such license would serve a public need in such a manner as to protect the common good.

VII. Additional Considerations for Approval of New License or Transfer

The Board will also consider any or all of the following additional information that can be reasonably offered in support of a particular license application:

- a. The applicant is a qualified veteran's organization and seeks a club license.
- b. The applicant proposes an establishment that offers a regular forum for music and musicians to play and obtain exposure for their work.
- c. The applicant offers variety, or uniqueness, in its proposed establishment or shop, in contrast to what exists in Nantucket at the time of the application.
- d. The applicant proposes an establishment that offers a substantial economic benefit to the Town of Nantucket.
- e. Proposals for establishments to be located in high density retail areas, either as new licenses or transfers, are discouraged if the proposed location duplicates what is presently located in the area.

VIII. Modifications to Licensed Premises

Once a liquor license is issued by the Board, no substantial physical changes to the licensed premises shall be made without the prior approval of the licensing authority, which requires the filing of an Alteration of Premises Application. For the purpose of the Regulations, a "substantial physical change" is defined as a change sufficient to require a building permit.

IX. Transfers of License Ownership or Location (Chapter 138, Section 23)

(1) Applications for transfer of ownership or location of a liquor license shall be considered an original application and processed as such. Current holders of liquor licenses hold no property rights in said license and the Board is not required to grant such transfer requests. To the extent permissible under law, the Board reserves the right to impose sanctions pursuant to Section XV upon existing licensees who attempt to transfer their licenses for compensation. Approval of a transfer of majority ownership further may be conditioned upon the proof of payment of all outstanding local, state and federal taxes including, without limiting, the following: the remission to the proper taxing authorities of sales taxes, excise taxes and withheld federal and state income taxes. Transfers of ownership to trustees in bankruptcy, court appointed receivers or assignees for the benefit of the creditors, and those taking title or possession of the licensed premises by, through or under them will not be deemed to transfer or convey any rights to the license or the renewal or transfer of such license, unless provided by contrary law. Bona fide mortgagees in possession who are listed in the application as holding such interest shall be treated in the same manner as the original majority ownership license. A public hearing before the Board shall be required for any transfers of ownership or location, including, but not limited to transfers to mortgagees.

(2) In the case of a license transfer, as in the case of an issuance of a license, the decision to approve the transfer of location or ownership, or both, is at the Board's sole discretion.

X. One-Day or Special Licenses (Chapter 138, Section 14)

(1) Holders of liquor licenses issued pursuant to the Regulations are not eligible to hold one-day or special licenses. Any person or establishment that has submitted an application for a liquor license to the licensing authority is likewise not eligible to simultaneously hold a one-day or special license. The following types of organizations are eligible for one-day alcoholic beverage licenses under the Regulations:

- Civic or municipal organizations;

- Commercial establishments;
- Fraternal organizations;
- Non-profit organizations;
- Unincorporated groups or organizations not engaged in the sale of alcoholic beverages for profit;
- Service clubs; and
- Veteran's organizations.

(2) Other organizations may submit applications for consideration by the Board. The fee for a One-Day License shall be established by the Board from time to time pursuant to Chapter 40, Section 22F of the Massachusetts General Laws.

(3) Applicants for a Nantucket Temporary Pouring License (a one-day license) must complete the required application form, pay a \$20.00 application fee, provide a valid insurance liability certificate and obtain all signature approvals before being considered for the granting of a one-day license

XI. Criteria for Approval for One-Day or Special Licenses

(1) The following matters will be taken into account by the Board in approving one-day licenses:

Admission Age. The Board will not initially deny a one-day license for a function at which minors are present, and require compliance with the laws governing the sale or furnishing of alcoholic beverages.

Frequency. One-day licenses are to be issued primarily to applicants sponsoring functions that are not held more than once annually. Except for applicants that are in the business of catering or accommodating individual functions, one-day licenses are not intended as an alternative to a seasonal or annual liquor license.

(2) Acceptance of Conditions. Acceptance of a one-day license by an applicant under the Regulations will be deemed to be an agreement on behalf of the licensee to abide by the following conditions of the license:

1. Certification of Servers:

All commercial caterers must be licensed by the Nantucket Health Department.

2. Hours of Service of Alcoholic Beverages:

The hours of sale and service shall for all one-day licenses be no later than 1:00 A.M. The "last call" for all such licenses shall be no later than 12:30 A.M. The function shall conclude no later than 1:00 A.M., at the same hour as the license.

3. Number of Persons on Premises:

The number of persons may not exceed the occupancy limits allowed by law for the premises at which the license will be exercised.

4. Police Detail:

The number of officers, if any, and the hours during which a police detail will be required at the licensed premises and, if required, for orderly parking and traffic control, will be determined by the Nantucket Police Department. Generally, these hours will encompass the entire duration of the function. The Nantucket Police Department will consider the location of the premises, availability of on-site parking, the number of persons estimated to be in attendance and the time and duration of the function in making its determination.

(3) Additional Provisions. The following additional provisions shall apply to one-day licenses:

1. Departmental Approvals:

The Board of Health and the Building Department must approve the licensed premises, including, where applicable, food service equipment. For any function to which the general public will be admitted, the Building Department must approve the licensed premises as meeting handicap accessibility requirements.

2. Neighborhood Impact:

The applicant or such other person designated by name, address and local telephone number in the application will be responsible for the orderly conduct of the function for which the license is issued. Consumption of alcoholic beverages outside of the premises within which the licensed function is to be held will not be permitted. Music, noise, or other function-related activities must not create an undue imposition upon any adjacent residences, inns, guest houses and the like (Refer to Chapter 101 of the Nantucket Code.). Police detail officers will be instructed to respond appropriately to complaints. Such response may include an order to terminate the event or otherwise limit the offending activity.

3. Submission of Applications:

Applications must be complete with all necessary endorsements when submitted to the Town Administration Office and must be submitted a minimum of ten (10) business days in advance of the date on which the licensed function is scheduled to take place.

(4) Application Requirements. When submitted, each application must be approved by the Town's Health Department, Fire Department, Building Department, and Police Department (as to whether a police detail required). Final approval is given by the Town Manager, who is authorized to approve, on behalf of the Board, one-day licenses meeting the requirements of the Regulations. Applications that are denied by the Town Manager may be appealed to the Board for approval and shall be accompanied by the Town Manager's summary of reasons for declining approval. The Board must receive such appeals for approval no later than Noon (12:00PM) on the Tuesday of the calendar week before the week in which the function is to be scheduled to take place. A hearing must take place during a regularly scheduled meeting of the Board. The applicant shall receive notice of the date and time of the hearing.

XII. Distribution of Regulations

The Regulations, in their most current form, shall be mailed to all licensees with their renewal application and with each application for change of the licensed manager. The Regulations shall be

appended to each liquor license issued by the Board. The licensee may not pick up his/her license until the licensee has signed a receipt acknowledging that a copy of the Regulations has been received. A copy of the most current Regulations shall be maintained at the licensed premises at all times, and shall be available for inspection upon request. On, or as soon as possible after the effective date of the Regulations, the Town Administration Office shall mail a copy of said Regulations to each licensee in the Town.

XIII. Filing Fees and Annual Licensing Fees

(1) Licensing Fees.

Town of Nantucket Annual and Seasonal Liquor Licenses for:

ANNUAL LICENSES

• All Alcohol Restaurant	\$2,750.00
• All Alcohol Innholder	\$2,750.00
• All Alcohol Club	\$1,000.00
• All Alcohol Package Store	\$2,000.00

ANNUAL LICENSES

• Wine & Malt Restaurant	\$1,500.00
• Wine & Malt Innholder	\$1,500.00
• Wine & Malt Club	\$ 825.00
• Wine & Malt Package Store	\$ 800.00
• Farmer-Brewer	\$1,500.00
• Farmer-Winery	\$1,500.00
• Farmer-Distiller	\$2,750.00

SEASONAL LICENSES

• All Alcohol Restaurant	\$2,900.00
• All Alcohol Inn	\$2,900.00
• All Alcohol Club	\$2,900.00
• All Alcohol Package Store	\$2,150.00
• Wine/Malt Restaurant	\$1,600.00
• Wine/Malt Inn	\$1,600.00
• Wine/Malt Club	\$1,200.00
• Wine/Malt Package Store	\$1,000.00

(2) Application Filing Fees.

• Application for Liquor License	\$ 20.00
• Application for a Change to a License	\$ 20.00

XIV. Miscellaneous Operating Provisions

1. The licensee shall ensure that the Nantucket Police Department, the Nantucket Fire Department, and authorized agents of the licensing authority have immediate access to the licensed premises at all times and under all circumstances.
2. No alcoholic beverages shall be sold to anyone under the age of 21 years. It shall be a defense to any alleged claim of sale of alcohol to a minor if the licensee can show that the minor produced a valid Massachusetts driver's license, a valid Massachusetts Liquor Identification Card, a valid Passport issued by the United States or by a government of a foreign country recognized by the United States government, or a valid U.S. issued Military ID card. Licensees may accept out of state licenses as proof of age but licensees shall bear the risk that such licenses are invalid.
3. A delivery of alcohol is considered a sale, and must be received by an individual 21 years of age or older, with proper identification (off premise license holders/establishments).
4. The licensee shall ensure that all business taking place within the licensed premises, and within areas under the licensee's control, is conducted in a responsible manner so that no activity shall detract from the quality of life in the Town generally, or in the neighborhood in which the licensed premises is located specifically. This shall include, but not be limited to, ensuring that there is no disorder, unlawful use or sale of drugs, indecency, prostitution, assaults, lewdness or gambling on or about the licensed premises.
5. No alcoholic beverages shall be sold or delivered to an intoxicated person.
6. Alcoholic beverages may be consumed only from open containers (on premise license holders/establishments).
7. No licensee may display any advertisement or sign on the outside façade of the licensed premises upon which appears any brand name of an alcoholic beverage product. Signage on the exterior of the premises is subject to advance approval by the Historic District Commission.
8. No patron may remove any alcoholic beverage from the licensed premises, unless the patron is removing from the premises a resealed bottle of partially consumed wine as regulated by Chapter 138 and the regulations of the ABCC (on premise license holders).
9. No patron may purchase more than two drinks at one time (on premise license holders/establishments).
10. No licensee shall provide or allow entertainment unless an entertainment license has been obtained from the Board of Selectmen.
11. No licensee shall make any distinction, discrimination or restriction on account of race, color, creed, sex, sexual orientation or ancestry relative to admission to the licensed premises or treatment of any person within the licensed premises.

XV. Sanctions for Violations of the Regulations

A. Purpose

The purpose of this section is to improve the ability of the Board to prevent alcohol abuse and violation of the liquor laws of the Commonwealth and the requirements of the Regulations. It is the intent of the Board that this section will help to achieve reasonable uniformity in the imposition of sanctions and to avoid confusion in the minds of the public, patrons and licensees due to a lack of understanding of the consequences of violating the liquor laws and the terms of liquor licenses. This section is intended to empower the Board to consider the circumstances of each case and provide a mechanism for which licensees can ensure their compliance with the Regulations.

B. General Provisions

1. No licensee shall permit any illegality to occur on the licensed premises. The manager shall at all times maintain order and decorum on the licensed premises and in the immediately surrounding area and shall cooperate with Town officials in ensuring safe and orderly licensed premises.

2. All violations of the liquor laws and the terms of liquor licenses are to be reported to the Board by the Nantucket Police Department or by any licensee or manager that becomes aware of an offense involving the licensed premises within two weeks of said violation. Failure to report a violation involving the licensed premises constitutes a violation of the Regulations and may subject the licensee to sanctions in accordance with the procedure set forth herein.

3. Sanctions for offenses shall be consistent with the Town's general goals of protecting public safety and the general welfare. Sanctions will also be imposed with the goal of preventing future offenses.

4. The nature and severity of the sanctions imposed by the Board will be decided according to the nature of the offense and the presence of aggravating or mitigating circumstances as further described herein.

5. Sanctions may consist of any one or more of the following as appropriate: revocation of license; suspension of license; criminal prosecution of offenders by the Nantucket Police Department, including customers and patrons as deemed appropriate by the Police Chief, and/or mandatory participation in alcohol abuse and offense prevention programs.

6. The Nantucket Police Department is encouraged to recommend to the Board the terms under which an offense be resolved. Any such recommended resolution must be in writing, signed by the manager of the licensed premises or license holder charged with the offense and approved by the Police Chief. The recommendation must include a statement detailing the facts determined in the Police report and found as part of the Department's investigation. The recommended resolution is not binding upon the Town unless and until approved by the Board.

7. Depending upon the nature of the violation, if the Police Department and the manager of the licensed premises and/or license holder charged cannot agree on a recommended resolution, the Police Department will make any additional investigation it deems necessary for a complete presentation of the facts and will file a detailed written report with the Board.

8. Notice is to be provided to a licensee of an alleged violation of the Regulations. The notice will include the date of the event giving rise to the possible disciplinary action, a description of the event, and a clear identification of the provision(s) of the Regulations that is/are alleged to have been violated as a result of the event. Said notice will also provide the licensee with the date upon which the Board will hold a

hearing concerning the licensee's alleged violation. A notice containing the above-mentioned information shall be sent to the licensee via certified mail/return receipt requested no less than ten (10) days prior to the date of the hearing before the Board. Licensees are entitled to retain counsel to represent them at the hearing if they so desire.

9. The procedures stated in the Regulations shall be an indication of the range of sanctions available to the Board. The Board will refer to these guidelines in deciding whether to approve a negotiated recommended resolution.

10. The Board may consider, but is not required to accept a negotiated resolution recommended by the Nantucket Police Department. The Board is empowered to consider alternative sanctions consistent with Section XV of the Regulations, and applicable state law.

11. The Nantucket Police Department and the Board will maintain a public record of offenses and their dispositions that will be indexed according to the licensee/manager, server and purchaser involved.

12. In the event that the Board decides to deny an application for a new license, refuse to issue a license or modify, suspend, revoke or cancel a license, the Board will provide the licensee with a written statement of reasons such action was taken against the licensee, a copy of which will be simultaneously mailed to the ABCC.

C. Determination of Sanctions

Sanctions will be determined according to the following procedure:

1. Offenses for which the Board may issue sanctions include, without limitation, those offenses as listed in Section XV, Subsection D.
2. The Board may make adjustments according to the existence of factors that warrant an increase in the sanction described in Section XV, Subsection E ("Aggravating Circumstances") or a decrease in the sanction as described in Section XV, Subsection F ("Mitigating Circumstances").
3. The Board may take into consideration the number of violations involved in the particular offense.
4. The Board may take into consideration the alleged offender's acceptance of responsibility as described in Section XV, Subsection F.
5. The Board shall also consider any relevant actions taken by the ABCC.
6. The Board may take into consideration previous written warnings issued by the Town to the licensee. The Board may consider the date(s) of the written warning(s), the reasons therefore, and the similarity of the incident resulting in the warning with the incident at hand.

D. Common Offenses

1. Sale outside of permitted hours (Chapter 138, Section 12 – Note that all references in this subsection are to sections of Chapter 138.);
2. Purchase by person under age 21 (Sec. 34A);
3. Employment by licensee of person under age 18 for direct handling or selling of alcohol (Sec. 34);

4. Sale or delivery to a person under age 21 for own use or for use of another (Sec. 34);
5. Sale to an intoxicated person (Sec. 69);
6. Hindering or delaying an investigation by the ABCC or authorized agent of the Board (Sec. 63A);
7. Failure to post notice of penalty for driving under the influence and driving while drinking from open container of alcoholic beverage (Sec. 34D); and
8. Failure to comply with section 204 CMR 4.03 of the ABCC regulations, which, in pertinent part, provides as follows:
 - (a) No licensee or employee shall offer or deliver any free drinks to any person or group of persons;
 - (b) deliver more than two (2) drinks to one person at one time;
 - (c) sell, offer to sell or deliver to any person or group of persons any drinks at a price less than the price regularly charged for such drinks during the same calendar week, except at private functions not open to the public;
 - (d) sell, offer to sell or deliver to any person an unlimited number of drinks during any set period of time for a fixed price, except at private functions not open to the public;
 - (e) sell, offer to sell or deliver drinks to any person or group of persons on any one day at prices less than those charged the general public on that day, except at private functions not open to the public;
 - (f) sell, offer to sell or deliver malt beverages, wine or mixed drinks by the pitcher or in other community type container commonly referred to as a "scorpion bowl" (Nothing in this subsection shall be construed to prohibit the sale of pitchers of beer);
 - (g) increase the volume of alcoholic beverages contained in a drink without increasing proportionately the price regularly charged for such drink during the same calendar week; and
 - (h) encourage or permit, on the licensed premises, any game or contest which involves drinking or the awarding of drinks as prizes.
9. Failure to comply with section 204 CMR 9.00 of the ABCC regulations pertaining to retail sale of malt beverages in kegs.

E. Aggravating Circumstances

1. Failure to request identification card, operator's license or passport;
2. Juvenile appearance of underage purchaser;
3. Use of altered identification;
4. Refusal to cooperate in investigation;

5. Multiple sales to an underage purchaser on same occasion;
6. Quantity of beverage sold;
7. Staff not suitably trained;
8. Underage server;
9. Violations of other laws such as: prostitution, solicitation, drugs, gambling, disorderly conduct, cigarette sales to minor;
10. Concealing violation(s);
11. Furnishing false information to investigator;
12. Exceeding lawful capacity of licensed premises;
13. Intimidating or coercing witnesses or attempting to do so;
14. Offense occurring while under suspension of penalty;
15. Sale occurring while license suspended; and
16. The occurrence of any personal injuries or fatalities related to the underlying violation.

F. Mitigating Circumstances

1. Reasonable reliance upon identification card, an apparently valid motor vehicle operator's license, US passport, passport issued by a country recognized by the United States government or United States issued military identification card for proof of identity or age. (Sec. 34B);
2. Acceptance of responsibility by the licensee as shown by:
 - Substantial and voluntary assistance offered in investigation;
 - Acknowledgment of responsibility;
 - Agreement to participate in additional training; and/or
 - Agreement to participate in a program to detect and prevent future offenses.

G. Imposition of Sanctions

The Board's imposition of sanctions will be consistent with the Regulations and any applicable state statutory provisions. Note that these are guidelines only. Those persons who violate said Regulations or state statutes may expect one or more of the following consequences as appropriate in the sole discretion of the Board:

- (1) Suspension of license for a stated number of days. Licensees are advised that the following chart only represents guidelines for use by the Board when making its final decision in response to a liquor license violation. The Board, in accordance with the aggravating or mitigating factors as presented above, shall retain the authority to deviate from these guidelines in such cases as it deems appropriate.

First violation: written warning;

Second violation: 1-2 day suspension;

Third violation: 3-4 day suspension;

Fourth violation: 5-6 day suspension, regardless of amount of penalty suspended, if any;

Fifth violation: 7-15 day suspension;

Sixth violation: 16-30 day suspension;

Seventh violation: 31 days to one (1) year suspension, or revocation; or Revocation of license and prohibition on reapplying for a one (1) year period.

- (2) Suspension of license for a stated number of days with a portion of the suspension deferred upon condition that no further offenses occur within a specified period of time and that licensee waives its right to hearing upon such further offense.
- (3) Revocation of liquor license or suspension for a specified period of time after a hearing for cause.
- (4) Mandatory participation in prevention program(s) by licensee/manager and server as appropriate.
- (5) Public notice of the offense and disposition.

While the Board will endeavor to impose sanctions upon licensees in a manner consistent with the Regulations, where exigent or special circumstances warrant, such as a violation of the Regulations resulting in serious personal injury or death, the Board retains the authority in such circumstances to immediately order a full hearing, provide the licensee an opportunity to present evidence, and to revoke a license where the evidence so warrants such an action by the Board.

H. Reporting of Violations and Penalties Imposed

- (1) The Board shall receive annual reports from the Nantucket Police Department detailing violations of the Regulations from the reporting period, and the sanctions imposed by the Board for said violations. Reports shall be submitted to the Board no later than November 1st of each year. The Board will use these reports to analyze the factors that are commonly associated with violations, such as over-serving, underage serving, absence of serving training or registration, etc.
- (2) As previously stated, the Board reserves that right to amend the Regulations as it deems necessary. It is the responsibility of the licensee to keep abreast of any changes to the Regulations that may affect its establishment.

As adopted by the Board of Selectmen on 20 January 2010:

Chairman, Board of Selectmen

Selectman

Selectman

Selectman

Selectman

Effective Date: 1 March 2010

August 19, 2015 Board of Selectmen's Meeting
Selectmen's Reports/Comments

3. NPD Liquor License Compliance Report

The only action required by the Board tonight is to schedule a public hearing to consider sanctions regarding the violations. See attached Liquor License Regulations, Section XV. If the Board is so inclined, the hearing could be scheduled as soon as September 9th. Written notice is required to be sent to the licensees but the hearing is not the type that requires advertising.

Meanwhile, there has been some internal discussion regarding the liquor license regulations and the need to perhaps revise some of the sections that seem overly cumbersome and not usual (such as section XV B (6)). We will be working on this in the fall/winter.

Town of Nantucket Police Department

William J. Pittman
Chief of Police

Charles Gibson
Deputy Chief of Police



4 Fairgrounds Road
Nantucket, Massachusetts
02554-2804

Telephone (508) 228-1212
Facsimile (508) 228-7246
www.nantucket-ma.gov/police

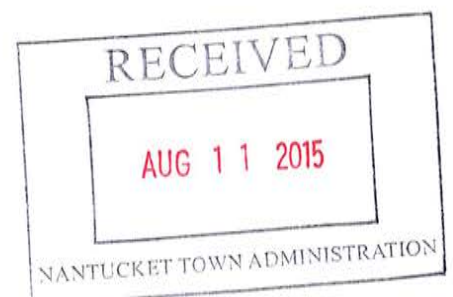
TO: Board of Selectmen
FROM: Lieutenant Jerry Adams *J Adams*
SUBJ: Alcohol Compliance Checks Violation Notice
DATE: August 11, 2015
PC:

The second round of compliance checks of liquor licenses has been completed. There were five establishments with violations for the week of August 2nd 2015.

The Information below is the notice mandated by the Town of Nantucket's Rules and Regulation Governing Alcoholic Beverages promulgated under Chapter XV Section B [General Provisions] Paragraph (2) "All violations of the liquor laws and the terms of liquor licenses are to be reported to the board by the Nantucket Police Department within two weeks of said violations."

The notice document reports the Date, Time, Business, Manager of record, and violations.

Date	Time	Business	Tips Y/N	Manager	Violations
8/5/2015	17:46	VFW	Y	James Richard	Procuring Liquor <21
8/3/2015	19:18	Table One	N	Sarah S Powers	Procuring Liquor <21
8/5/2015	17:20	Murray's Beverage	Y	David Murray	Procuring Liquor <21
8/3/2015	16:50	Islander Package Store	Y	Paula Driscoll	Procuring Liquor <21
8/3/2015	18:36	Sconset Bookstore	Y	Rolf Nelson	Procuring Liquor <21



Town Counsel “One Big Beach” Easement Comparison

MEMORANDUM

From: Vicki S. Marsh, Esq.

To: C. Elizabeth Gibson, Town Manager

Subject: One Big Beach Easement (OBB) Comparison

Date: August 5, 2015

You have requested a review of the terms of the One Big Beach Easement which has been prepared for the Baxter Road Owners to grant to the Town of Nantucket ("Baxter OBB") over their respective properties in comparison with the Model One Big Beach Easement ("Model OBB") which is on the Town's website. You have also requested a review of the Baxter OBB in comparison to the One Big Beach Easement for Surfside Beach properties ("Surfside OBB") which is being granted to the Town by several owners on the Surfside Beach.

At the time the Baxter OBB Easement was drafted it did not provide for a description that the Easement Area initially would be predominantly, if not all, on the Town's land. The intent of the Baxter OBB was to grant an easement to the Town over any portion of the Grantor's Land from the lowest point of the elevation of the coastal bank to the mean low water mark. Since recent maps and descriptions forwarded to me today show the Easement Area may not yet be on any portion of the Grantor's Land, the Town may wish to consider revising the Baxter OBB to provide for a triggering event by which the Easement commences, similar to that which the Town is using on the Surfside OBB. In addition the Town may consider revising the description of the Easement Area to reflect the topography of the beach area by the Baxter Road properties.

It is also important to note that the Model OBB does not provide for a triggering event of the easement nor does it provide for any variation of the definition of the Easement Area based on the topography of the beach areas.

Model OBB and Baxter OBB

The Baxter OBB is similar to those OBB Easements that have been accepted by the Town more recently. The following comments outline the differences between the Model OBB and the Baxter OBB:

Definitions-

1. "Easement Area" definition in the Baxter OBB differs slightly in its wording but the intent is the same.

2. "Commercial Activities" includes in the Baxter OBB that any "activity or event where money is paid to an individual or business entity for services rendered within Easement Area."
3. "Maintenance Obligation"- The Baxter OBB expanded the Maintenance Obligations to include to patrol, maintain and police "...environmental resources in accordance with Nantucket Beach Management Plan as the same may be amended from time to time." It is important to note that recent OBB Easements include this additional provision.

Paragraph 3- Town and Public's use of Easement Area- in Baxter OBB, this Paragraph references the Town's Beach Management Plan and Regulations for the monitoring of permitted uses on beach. It also included in the OBB that the Town shall use reasonable efforts to minimize reasonable adverse effects of any rules and regulations as to the permitted use of the beach so as to minimize the effects on the property owners. It also deleted the provisions that the public may enter upon or travel over coastal dunes located within any access way providing access to and from the Easement Area.

Paragraph 4- Vehicular Use- in OBB Easement, vehicular use and access is limited on the Easement Area to just those authorized by the Town's rules and regulations. It deleted any specific times for vehicular use.

Paragraph 5- Movable or Fixed Structures- in Model OBB, all movable or fixed structures are prohibited, other than wooden steps to ascend coastal bank. In Baxter OBB, coastal engineering structures in its present location are permitted as well as any future coastal engineering structures which are permitted by boards and applicable laws and access to coastal engineering structures. The Baxter OBB expands on the Model OBB as it permits the erection of wooden steps as well as fencing, and signage along the seaward edge of coastal bank warranted to protect bank, dunes or endangered species. This last provision is included in the more recent OBB Easements as well.

Paragraph 9- Conservation and Recreational Use- the Baxter OBB specifically states that this restriction does not "restrict the installation, maintenance or mitigation of erosion protection measures."

Paragraph 12- Both OBB Easements absolve the grantors of the Easements from liability claims pursuant to G.L. c. 21, s.17C, which is the Recreational Liability statute. This statute provides that any property who allows the public to use their property or property interest for recreational purposes at no charge is no liable for damages for injury or property damage, unless they are reckless or use wanton or malicious conduct. But the protection to the Grantors is addressed in the Baxter OBB, as is in the recent OBB Easements, in the event that this statute is repealed or altered and thereby materially affects the Grantors potential liability to public users.

Paragraph 13- The Baxter OBB provides that although the Easement Area can only be used for conservation and recreational use, it is "subject to the installation, maintenance and migration of erosion protection measures."

In summary, many of the differences between the Model OBB and the Baxter OBB are as a result of language included in the Baxter OBB to protect the Grantors' rights to use the Easement Area for the coastal engineering structures and the installation and maintenance thereof. In addition, several of the revisions to the Model OBB have been included in the recent OBB Easements as over time the Model OBB has evolved as circumstances have dictated. Therefore, the Model OBB is not always suitable depending on the topography of the land.

Baxter OBB and Surfside OBB

Grant of Perpetual Easement- Since the Easement Area as defined in the Surfside OBB is not yet on the Grantor's Land due to the topography of the beach area at Surfside, the Surfside OBB includes a triggering event for commencement of the easement "upon commencement of erosion of Grantor's Land such that (a) the mean high water mark meets the lowest point of the coastal bank on the Grantor's Land or (b) when the coastal bank is altered through natural phenomena, i.e. storm, such that the lowest elevation of the coastal bank or the coastal dune is now located within the boundaries of the Grantor's Land, whichever is the earlier to occur."

Definition of "Easement Area"- The Surfside OBB has a different description than the Easement Area definition in the Model OBB and in the Baxter OBB as there is intervening Coastal Conservation Land between the Grantor's Land and the mean low water mark. If that is not the case on the Baxter Road Beach, then the definition of the Easement Area as drafted may be able to remain the same but the Town may then wish to consider including a triggering event similar to that used in Surfside.

Paragraph 3- Public' Right to Access- The only difference between the Baxter OBB and Surfside OBB is that Surfside OBB includes a reference to G.L. c. 21, s. 17C for protection of Grantor's liability to public.

Paragraph 4- Vehicular Use-In the Baxter OBB, the vehicular prohibitions are more restrictive as it specifically states "in no event shall such vehicular use be allowed in on or over the dunes ad dune fields or other environmentally sensitive areas as reasonably identified by Grantee." But both OBB Easements prohibit vehicular use subject to the Town's rules, regulations and by-laws.

Paragraph 5- Movable or Fixed Structures- Both the Baxter OBB and the Surfside OBB permit wooden steps to access Easement Area and fencing, signage or the like to protect the coastal bank, coastal dunes or endangered species. But the Baxter OBB also permits the coastal engineering structure and access to it.

Paragraph 9- Conservation and Recreational use- Both the Baxter OBB and the Surfside OBB require the Easement Areas be used for conservation and recreational use however

the Baxter OBB permits the installation, maintenance or mitigation of erosion protection measures.

Paragraph 13- Use of Easement Area- The provisions of both OBB Easements are the same except that Baxter OBB specifically allows erosion protection measures.

In summary, the Baxter OBB and the Surfside OBB are very similar in the standard provisions of the Easement. They differ in that the Baxter OBB includes provisions to permit the installation, maintenance and access to the coastal engineering structures as well as erosion protection measures. In addition, the Baxter OBB does not have a triggering event for the easement which may be applicable to the nature of the land on the Grantor's property as well as the beach area.

If you have any questions, please do not hesitate to contact me.

Vicki

MODEL “One Big Beach” Easement

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, I/WE _____ and _____, the "Grantor(s)", as a charitable donation, do hereby GRANT to the Inhabitants of the Town of Nantucket (the "Town"), a body politic of the Commonwealth of Massachusetts, having offices at 16 Broad Street, Nantucket, Massachusetts 02554, by and through its Board of Selectmen, the "Grantee," with QUITCLAIM COVENANTS, the following rights, title and interests:

1. A perpetual easement coextensive with and limited to the Easement Area of Grantors' Lands. The terms "Easement Area" and "Grantors' Land," as well as other terms used in this Grant of Easement, are defined below in Paragraph 2. The scope of the affirmative perpetual easement herein granted is more fully defined, limited, and subject to the conditions and covenants set forth in the following paragraphs.

2. Definitions for the purposes of this Grant of Easement:

"Grantors' Land" shall mean that land situated in the Town of Nantucket, County of Nantucket, Commonwealth of Massachusetts, being more fully described in a deed from _____ and _____ to Grantor(s) dated _____, _____ and duly recorded at the Nantucket County Registry of Deeds in Book _____, Page _____; said lands being hereby made subject to and over which the easement created hereby is granted are also known as and shown as Parcel _____ on Town of Nantucket Assessor's Map _____, and which is also shown as Lot(s) _____, on a Plan of Land entitled "_____," recorded at said Registry in Plan Book _____, Page _____. [or add Land Ct. references as applicable].

"coastal bank" shall mean the seaward face or side of any elevated landform, other than a coastal dune, which lies at the landward edge of a coastal beach, land subject to tidal action, or other wetland.

"coastal dune" shall mean any natural hill, mound or ridge of sediment landward of a coastal beach deposited by wind action or storm overwash, including without limitation vegetated areas of American beach grass or other natural beach plants serving to build dunes in dune fields between the landward edge of unvegetated sand and the seaward face or side of the coastal bank. Coastal dune also means sediment deposited by artificial means and serving the purpose of storm damage prevention or flood control.

<ADDRESS>, Nantucket, Massachusetts

“Easement Area” shall mean that part or portion of Grantors’ Land lying inland of the mean low water line up to and including: (i) the point of lowest elevation of the coastal bank, or (ii) any coastal dunes to the point where such coastal dunes terminate and the remainder of Grantors’ Land begins, as the case may be, and as the mean low water line, the coastal bank and the coastal dunes may exist from time to time. To the extent that erosion, accretion, drifting sand, avulsion or other natural phenomena alter the mean low water line, the coastal bank or the coastal dune, the Easement Area shall be deemed correspondingly altered for purposes of this Grant of Easement. A sketch of the Easement Area as it presently exists is attached hereto as Exhibit A and incorporated herein by attachment and reference.

“Coastal Conservation Land” shall mean that ocean-front land, contiguous to Grantors’ Land, now or hereafter owned by the Town or by the Nantucket Islands Land Bank, a government body established for the purpose of land conservation (see, Chapter 669 of the Massachusetts Acts of 1983, as amended), and held for the purpose of preserving the unique natural littoral environment of Nantucket for enjoyment by the general public, and for protecting the scenic and ecological character of the Nantucket shore.

“Commercial Activities” shall mean the erection or use of any permanent or temporary stand, kiosk, cart, advertisement or other structure or fixture primarily for the purpose of manufacturing, selling, leasing or otherwise providing from that specific structure any good, product or service. For the purposes of this definition, use of any good, product or service that is: (1) purchased or delivered in a location outside the Easement Area, or (2) not normally considered or not reasonably considered as commercial or a business enterprise, shall not constitute a commercial activity. (By way of illustration only and without limitation, use of goods or services purchased, leased or otherwise acquired outside of the Easement Area for the purposes of swimming, fishing, snorkeling, scuba diving and kayaking shall not constitute a commercial activity.)

“conservation” and “recreation,” and all derivations therefrom, shall have the general meanings and uses given to those terms by Internal Revenue Code, Section 170(h), and the regulations promulgated thereunder.

“mean high water line” shall mean the line where the arithmetic mean of the high water heights observed over a specific 19-year metonic cycle (the National Tidal Datum Epoch) meets the shore and shall be determined using hydrographic survey data of the National Ocean Survey of the U.S. Department of Commerce.

“mean low water line” shall mean the line where the arithmetic mean of the low water heights observed over a specific 19-year metonic cycle (the National Tidal Datum Epoch) meets the shore and shall be determined using hydrographic survey data of the National Ocean Survey of the U.S. Department of Commerce.

“intertidal areas” shall mean the area upland of the mean low water line and seaward of the mean high water line, subject to tidal action.

“Maintenance Obligation” shall mean the ongoing and continuous obligation and duty to adequately patrol, maintain and police (that is, supervise, clean, and maintain order, but not to be

required to provide regular patrolling by law enforcement officers) and periodically to inspect the Easement Area.

3. The Grantee and the general public shall have the right to enter upon and use the Easement Area exclusively for conservation and recreational purposes for which beaches are used on Nantucket (with the exception of the vehicular uses that are provided in paragraph 4), but not Commercial Activities. These purposes and uses include, by way of illustration and without limitation, educational uses, swimming, fishing, surfboarding, snorkeling, sunbathing, strolling, walking, hiking, wildlife observation, picnicking, scenic viewing, normal and usual beach recreational activities and games, and other similar or appropriate and reasonable recreational outdoor activities and uses as the Grantee shall determine from time to time, provided the said similar uses shall have been approved in writing by the Board of Selectmen of the Town of Nantucket and notice of such approval is duly published in a newspaper of general circulation in the Town of Nantucket. The Grantee shall have the right, by duly adopted rules, regulations and/or bylaws to regulate the hours, and the scope and nature of the permitted uses and activities in accordance with the Grantee's standard beach-management practices and regulations in effect for the beaches of Nantucket, and further the Grantee may grant special permits, from time to time, for such other uses and activities and for such extended hours as may be provided for by such duly adopted rules, regulations and/or bylaws. In adopting such rules, regulations and/or bylaws, and in issuing special permits pursuant thereto, the Grantee (together with any applicable departments or other divisions, boards, bodies, agencies, officials or agents of the Town) shall consider the reasonably foreseeable effects of such rules, regulations and/or bylaws and permits proposed to be issued upon the reasonable peaceful enjoyment of the Grantors' Land lying outside the Easement Area and upon the Easement Area. Notwithstanding the foregoing, no member of the general public shall have any right to enter upon, travel over or otherwise use those portions of the Easement Area consisting of coastal dunes except (1) to enter upon, travel over or otherwise use any coastal dune located within an access way providing access to and from the Easement Area, or (2) with the prior written consent of Grantor(s) or Grantor(s) heirs, executors, administrators, legal representatives, successors and/or assigns. Notwithstanding the foregoing, the Town shall have the right to enter upon, travel over or otherwise use those portions of the Easement Area consisting of coastal dunes as necessary to perform its Maintenance Obligation.

4. In addition to the uses and activities set forth in paragraph 3 above, the Grantee may allow access and use of certain recreational vehicles in the intertidal areas of the Easement Area (as such intertidal areas exist from time to time at and after the date of the Grant of Easement provided hereby), but in no event shall such vehicular use be allowed in, on or over the dunes and dune fields or other environmentally sensitive areas (as identified by the Grantee) lying landward of the said intertidal areas, and all such vehicular access shall be limited solely to those accesses expressly designated and authorized by the Grantee. The vehicular access and use shall be subject to such other rules, regulations and bylaws now existing or hereafter adopted by the Grantee, including, but not limited to the issuance of permits for beach access and driving, provided however, during the period from June 1, through and including September 15, the hours of vehicular use and access shall be limited to between 5 P.M. and 10 P.M. or to such other dates and evening hours that the Grantee may duly authorize from time to time. The foregoing sentences shall not limit the official use of vehicles of the Town, its agencies or other governmental entities.

5. Notwithstanding the provisions of paragraphs 3 and 4 above, all movable or fixed structures (other than wooden steps to ascend the coastal bank) shall be prohibited throughout the Easement Area.

6. In addition to any other duties and obligations, the Town shall have the ongoing and continuous obligation and duty to fulfill its Maintenance Obligation. Any member(s) of the public who violate(s) the duly adopted rules, regulations and/or bylaws or who refuse to cease and desist from any proscribed conduct, acts or omissions to do or perform anything required to conform to the same may be cited in accordance with said rules, regulations and/or bylaws. The Town may remove from the Easement Area any individual who violates any said rule, regulation and/or bylaw. Further, when issuing any permits pursuant to such rules, regulations and/or bylaws, the Town shall impose such reasonable conditions and restrictions that may be reasonably necessary to assure the Grantor(s) the reasonable peaceful enjoyment of Grantors' Land lying outside the Easement Area.

7. This Grant of Easement shall be binding upon and inure to the benefit of the Grantor(s) and his/her/their heirs, executors, administrators, legal representatives, successors and assigns and this Grant of Easement shall be binding upon and inure to the benefit of the Grantee, and the Town and its successors and assigns. The Town's successors and assigns shall be entities eligible to hold qualified conservation restrictions under applicable federal tax law.

8. This Grant of Easement shall be subject to and interpreted pursuant to the laws of the Commonwealth of Massachusetts, and, to the extent applicable to shorefront property, also subject to the laws of the United States of America.

9. Rights retained by the Grantor(s) in and to the Easement Area shall be inferior and incidental to the conservation and recreational use of the Easement Area provided for here, and shall be valid to the extent consistent with this Grant of Easement, and only if exercised so as not to impair the conservation and recreational rights and interests conveyed to the Town hereunder. Said granted and retained rights shall exclude the right to physically alter the Easement Area, by any manual or mechanical means, in any way that would diminish the conservation and recreational purposes of this Grant of Easement. The Grantor(s) shall have the right to enforce the terms, conditions and provisions hereof by an action in equity brought in the Nantucket Superior Court of the Commonwealth of Massachusetts, and in no other courts or jurisdictions. The Grantor(s) hereby agree(s) that no such action shall be commenced unless and until the Grantor(s) shall have given thirty days written notice to the Town, itemizing and detailing with particularity the alleged acts or omissions of the Town deemed to be in material violation of the terms, conditions and/or provisions hereof. In the event that the Town shall have substantially cured such material violations and has taken reasonable measures to assure that uncurable violations shall be avoided in the future, no such actions shall be commenced. However, in no event shall the Town be liable for any monetary damages based upon a violation (material or otherwise) hereof.

10. The Grantee has represented to the undersigned Grantor(s) that the Town has taken or shall promptly take all lawful measures for the Town to accept this Grant of Easement on behalf of itself and the Grantee and to undertake the Maintenance Obligation provided for herein. Grantor(s) represent(s) that he/she/they are the rightful lawful owners of the Grantors'

Land and the Easement Area and that he/she/they possess the legal authority to grant the rights in real property conveyed to Grantee under this Grant of Easement.

11. No term, covenant or provision of this Grant of Easement, nor the granting or acceptance hereof, shall be construed to be a waiver or release by Grantee or the Town of any right, title or interest it may hold relative to the Easement Area, any permanently submerged land, any coastal dune, any coastal bank or any other land affected by this Grant of Easement.

12. It is the intention of the parties that this Grant of Easement will be perpetual and permanent in duration. It is granted and accepted with the intent of integrating the Easement Area with the Coastal Conservation Land to further protect the unique, natural scenic and ecological features of the Coastal Conservation Land, and in furtherance of numerous public policies favoring public access and recreational and conservation use of shorelines and beaches on Nantucket. If for any reason this Grant of Easement shall be deemed an easement in gross or otherwise subject to sunset provisions or other principles requiring duration less than perpetual, the rights granted hereunder shall be deemed to be appurtenant to and to run with the Town's or the Land Bank's title to ocean-front land contiguous to the Easement Area, which land may be identified in Exhibit B, if any, attached hereto

13. The Grantor(s) shall be absolved from liability claims arising from accidents or injuries occurring to users of the Easement Area in accordance with the provisions of Massachusetts General Law Chapter 21, Section 17C.

14. The Grantor(s) and the Town shall not use the Easement Area in any manner detrimental to the Easement Area or inconsistent with the purposes of this Grant of Easement.

[Signatures Follow On Next Page]

In witness whereof, the undersigned Grantor(s), intending to be legally bound hereby, has/have affixed his/her/their hand(s) and seal(s) this _____ day of _____.

GRANTOR(S)

Commonwealth of Massachusetts
Nantucket County, ss

On this _____ day of _____, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person(s) whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

Notary Public

My commission expires:

Commonwealth of Massachusetts
Nantucket County, ss

On this _____ day of _____, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person(s) whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

Notary Public

My commission expires:

ACCEPTANCE BY THE TOWN OF NANTUCKET

The undersigned, constituting a majority of the Town of Nantucket Board of Selectmen, hereby acknowledge that at a meeting of the Board of Selectmen held on <date>, the forgoing Grant of Easement was accepted pursuant to the authority of <Article ____ of the Annual or Special> Town Meeting held <date>> or <Section 2.1 and 3.3 of Chapter 289 of the 1996 Acts of the General Court, pursuant to which we have directed publication of notice regarding this acceptance>.

Commonwealth of Massachusetts

Nantucket County _____, 2007

On this _____ day of _____, before me, the undersigned notary public, personally appeared _____

who constitute a majority of the Board of Selectmen of the Town of Nantucket, and proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that they signed it voluntarily as the Board of Selectmen of the Town of Nantucket for its stated purpose.

Notary Public
My Commission Expires:

DWLIBDB\206197.13□1068/02

Sample Surfside
“One Big Beach”
Easement
2012



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GRANT OF EASEMENT

47 and 49 Nobadeer Avenue, Nantucket, Massachusetts

KNOW ALL MEN BY THESE PRESENTS, we, Alpine C. Bird and Donald J. Bird, as Trustees of the Chandler Nantucket Realty Trust under Declaration of Trust dated December 18, 1989 and recorded at the Nantucket County Registry of Deeds ("Registry") in Book 341, Page 276, as amended of record (the "Grantor(s)"), as a charitable donation, do hereby GRANT to the Town of Nantucket, (the "Town"), a body politic of the Commonwealth of Massachusetts, having offices at 16 Broad Street, Nantucket, Massachusetts 02554, by and through its Board of Selectmen, the "Grantee," with QUITCLAIM COVENANTS, the following rights, title and interests:

1. A perpetual easement coextensive with and limited to the Easement Area of Grantors' Lands. The terms "Easement Area" and "Grantors' Land," as well as other terms used in this Grant of Easement, are defined below in Paragraph 2. The scope of the affirmative perpetual easement herein granted is more fully defined, limited, and subject to the conditions and covenants set forth in the following paragraphs.

2. Definitions for the purposes of this Grant of Easement:

"Grantors' Land" shall mean that land situated in the Town of Nantucket, County of Nantucket, Commonwealth of Massachusetts, being more fully described in a deed to Grantor(s) dated December 18, 1989 and duly recorded at the Registry in Book 341, Page 279; said lands being hereby made subject to and over which the easement created hereby is granted are also known as Parcels 45, 46 and 53 on Town of Nantucket Assessor's Map 88, located at 47 and 49 Nobadeer Avenue in Section 2 of the Surfside area of Nantucket, and shown as Block 230 and the western half of Block 231 on the plan recorded at the Registry in Plan Book 2, Page 61.

"coastal bank" shall mean the seaward face or side of any elevated landform, other than a coastal dune, which lies at the landward edge of a coastal beach, land subject to tidal action, or other wetland.

"coastal dune" shall mean any natural hill, mound or ridge of sediment landward of a coastal beach deposited by wind action or storm overwash, including without limitation vegetated areas of American beach grass or other natural beach plants serving to build dunes in dune fields between the landward edge of unvegetated sand and the seaward face or side of the coastal bank. Coastal dune also means sediment deposited by artificial means and serving the purpose of storm damage prevention or flood control.

"Easement Area" shall mean that part or portion of Grantors' Land lying inland of the mean low water line up to and along the seaward edge of the coastal dunes, or if no coastal dunes

are present, up to and including the point of lowest elevation of the coastal bank, as the mean low water line, the coastal bank and the coastal dunes may exist from time to time. To the extent that erosion, accretion, drifting sand, avulsion or other natural phenomena alter the mean low water line, the coastal bank or the coastal dune, the Easement Area shall be deemed correspondingly altered for purposes of this Grant of Easement. A sketch of the Easement Area as it presently exists is attached hereto as Exhibit A and incorporated herein by attachment and reference.

"Coastal Conservation Land" shall mean that ocean-front land, contiguous to Grantors' Land, now or hereafter owned by the Town or by the Nantucket Islands Land Bank, a government body established for the purpose of land conservation (see, Chapter 669 of the Massachusetts Acts of 1983, as amended), and held for the purpose of preserving the unique natural littoral environment of Nantucket for enjoyment by the general public, and for protecting the scenic and ecological character of the Nantucket shore.

"Commercial Activities" shall mean any activity or event where money is paid to an individual or business entity for services physically rendered within the Easement Area. By way of illustration only and without limitation: (i) the erection, operation or use of any permanent or temporary structure, kiosk, dock, mooring, stand, cart, sign for advertisement, or other real or personal property, fixtures or equipment primarily for the purpose of, or incidental or accessory thereto, manufacturing, selling, leasing or otherwise providing from that specific structure or arising from such use any property, good, product or service, shall be deemed a commercial activity, but (ii) services reasonably considered noncommercial, such as the use of goods or services purchased, leased or otherwise acquired outside of the Easement Area for the purposes of swimming, fishing, snorkeling, scuba diving and kayaking or other activities normally or reasonably related to conservation or recreation, shall not be deemed a commercial activity.

"conservation" and "recreation," and all derivations therefrom, shall have the general meanings and uses given to those terms by Internal Revenue Code, Section 170(h), and the regulations promulgated thereunder.

"mean high water line" shall mean the line where the arithmetic mean of the high water heights observed over a specific 19-year metonic cycle (the National Tidal Datum Epoch) meets the shore and shall be determined using hydrographic survey data of the National Ocean Survey of the U.S. Department of Commerce.

"mean low water line" shall mean the line where the arithmetic mean of the low water heights observed over a specific 19-year metonic cycle (the National Tidal Datum Epoch) meets the shore and shall be determined using hydrographic survey data of the National Ocean Survey of the U.S. Department of Commerce.

"intertidal areas" shall mean the area upland of the mean low water line and seaward of the mean high water line, subject to tidal action.

"Maintenance Obligation" shall mean the ongoing and continuous obligation and duty (i) to adequately patrol, maintain, police (that is, supervise, clean, and maintain order, but not to be required to provide regular patrolling by law enforcement officers), (ii) to, as may be authorized by and pursuant to federal, state and local law and regulations, conserve and maintain

the Easement Area in a manner consistent with the "Conservation and Management" section of the Nantucket Beach Management Plan, as the same may be amended from time to time ("Beach Management Plan"), and (iii) to periodically inspect the Easement Area and contemporaneously therewith to visually inspect, to the extent visible from the Easement Area, the coastal dunes and dune grass adjacent to the Easement Area and within the Grantor's Land for damage caused by or arising from public use of the Easement Area.

3. The Grantee and the general public shall have the right to enter upon and use the Easement Area exclusively for conservation and recreational purposes for which beaches are used on Nantucket (with the exception of the vehicular uses that are provided in paragraph 4), but not Commercial Activities. These purposes and uses include, by way of illustration and without limitation, educational uses, swimming, fishing, surfboarding, snorkeling, sunbathing, strolling, walking, hiking, wildlife observation, picnicking, scenic viewing, normal and usual beach recreational activities and games, and other similar or appropriate and reasonable recreational outdoor activities and uses as the Grantee shall determine from time to time, provided the said similar uses shall have been approved in writing by the Board of Selectmen of the Town of Nantucket and notice of such approval is duly published in a newspaper of general circulation in the Town of Nantucket. The Grantee shall have the right, by duly adopted rules, regulations and/or bylaws to regulate the hours, and the scope and nature of the permitted uses and activities in accordance with the Grantee's standard beach-management practices and regulations in effect for the beaches of Nantucket, and further the Grantee may grant special permits, from time to time, with prior written approval from the Grantor, for such other uses and activities and for such extended hours as may be provided for by such duly adopted rules, regulations and/or bylaws. In adopting such rules, regulations and/or bylaws, and in issuing special permits pursuant thereto, the Grantee (together with any applicable departments or other divisions, boards, bodies, agencies, officials or agents of the Town) shall use reasonable efforts to reasonably minimize foreseeable materially adverse effects of such rules, regulations and/or bylaws and permits proposed to be issued upon the reasonable peaceful enjoyment of the Grantors' Land lying outside the Easement Area and upon the Easement Area. In no event shall the Town authorize, and the Town shall use reasonable efforts to prohibit, Commercial Activities within the Easement Area. Notwithstanding the foregoing, no member of the general public shall have any right to enter upon, travel over or otherwise use the coastal dunes within Grantors' Land. Notwithstanding the foregoing, the Town shall have the right to enter upon, travel over or otherwise use the coastal dunes as necessary to perform its Maintenance Obligation.

4. In addition to the uses and activities set forth in paragraph 3 above, the Grantee may allow access and use of certain recreational vehicles in the intertidal areas of the Easement Area (as such intertidal areas exist from time to time at and after the date of the Grant of Easement provided hereby), but in no event shall such vehicular use be allowed in, on or over the dunes and dune fields within Grantors' Land, within ten feet of the seaward edge of the coastal dunes, or within other environmentally sensitive areas reasonably identified by the Grantee or identified by local or state governmental bodies or agencies acting within their jurisdiction (e.g., the Nantucket Conservation Commission and the Massachusetts Office of Coastal Zone Management), and all such vehicular access shall be limited solely to those accesses expressly designated and authorized by the Grantee. The Grantor(s) and/or the Town shall have the right to notify the public by appropriate signage and markers the zone within which driving is permitted and/or prohibited. The vehicular access and use shall be subject to such other rules, regulations

and bylaws now existing or hereafter adopted by the Grantee, including, but not limited to the issuance of permits for beach access and driving, provided however, during the period from June 1, through and including September 15, the hours of vehicular use and access shall be limited to between 5 P.M. and 10 P.M. or to such other more restrictive dates and evening hours that the Grantee may duly authorize from time to time. The foregoing sentences shall not limit the official use of vehicles of the Town, its agencies or other governmental entities.

5. Notwithstanding the provisions of paragraphs 3 and 4 above, all movable or fixed structures shall be prohibited throughout the Easement Area except that Grantor(s) may erect and maintain steps to ascend and descend over the coastal dunes for access from Grantor's remaining land to the Easement Area, and Grantor(s) and/or Grantee may erect or maintain fencing, signage, or the like along the seaward edge of the dunes as may reasonably be warranted to protect the coastal bank and the coastal dunes or any species listed by any applicable state or federal law or regulation as endangered or threatened and located within the coastal dune so as to advance the conservation purposes for which this Grant of Easement is being granted, without unreasonably frustrating the recreational purposes of this Easement, provided that at such times when the beach is too narrow to allow for both the conservation and recreation purposes of this Easement, as reasonably determined by the Grantee consistent with the Beach Management Plan, the conservation purposes shall prevail. If any structure(s) mandated under applicable state or federal law or regulation frustrate the purposes for which this Grant of Easement is being granted, such structures may be maintained only for as long as is legally required and the party that caused such structure(s) to be placed on the Easement Area shall be responsible for and shall remove such structures(s) within a reasonable period after such time.

6. In addition to any other duties and obligations, the Town shall have the ongoing and continuous obligation and duty to fulfill its Maintenance Obligation. Any member(s) of the public who violate(s) the duly adopted rules, regulations and/or bylaws or who refuse(s) to cease and desist from any proscribed conduct, acts or omissions to do or perform anything required to conform to the same may be cited in accordance with said rules, regulations and/or bylaws. The Town may remove from the Easement Area any individual who violates any said rule, regulation and/or bylaw and shall take reasonable measures to protect the coastal dunes and dune grass adjacent to the Easement Area and within the Grantor's Land from damage caused by or arising from public use of the Easement Area, provided, however, that Grantor also may fence or otherwise protect the coastal dunes by any means permissible under the Beach Management Plan, without unreasonably frustrating the recreational purposes of this Easement, including erecting fencing and signage along the seaward edge of the dunes, including the coastal dunes in those portions of Harriet Street and Boulevard crossing the coastal dunes to which the Grantee is retaining title but only pursuant to a written license from the Grantee permitting entry upon Town-owned land for that purpose. Grantor must notify the Town of plans to erect fencing in accordance with applicable Conservation Committee procedures. Further, when issuing any permits pursuant to such rules, regulations and/or bylaws, the Town shall impose such reasonable conditions and restrictions that may be reasonably necessary to assure the Grantor(s) the reasonable peaceful enjoyment of Grantors' Land lying outside the Easement Area.

7. This Grant of Easement shall be binding upon and inure to the benefit of the Grantor(s) and his/her/their heirs, executors, administrators, legal representatives, successors and assigns and this Grant of Easement shall be binding upon and inure to the benefit of the Grantee,

and the Town and its successors and assigns. The Town's successors and assigns shall be entities eligible to hold qualified conservation restrictions under applicable federal tax law.

8. This Grant of Easement shall be subject to and interpreted pursuant to the laws of the Commonwealth of Massachusetts, and, to the extent applicable to shorefront property, also subject to the laws of the United States of America.

9. Rights retained by the Grantor(s) in and to the Easement Area shall be inferior and incidental to the conservation and recreational use of the Easement Area provided for here, and shall be valid to the extent consistent with this Grant of Easement, and only if exercised so as not to impair the conservation and recreational rights and interests conveyed to the Town hereunder. Said granted and retained rights shall exclude the right to physically alter the Easement Area, by any manual or mechanical means, in any way that would diminish the conservation and recreational purposes of this Grant of Easement. Notwithstanding the above, Grantor(s) retain the right to protect the coastal dunes and endangered or threatened species therein as provided for in Paragraph 5, subject to all applicable law, regulations, codes and bylaws and, in the event of exigent circumstances threatening the stability of the coastal bank and non-easement upland land and requiring urgent action to combat such threats, the Grantor(s) retain the right, from time to time for as long as such circumstances exist, to take any and all actions necessary to protect Grantors' Land (subject to all applicable laws, regulations, codes, bylaws and the Beach Management Plan) and in a manner not to materially interfere with the Grantee's use and the general public's use of the Easement Area to the extent reasonably feasible without, in any manner, being deemed to have interfered with the rights granted hereby, provided that prior to undertaking any such actions, Grantor(s) shall notify Grantee in writing fifteen (15) days prior to undertaking any such actions, or, in the case of an emergency, as soon thereafter as possible, describing in reasonable detail (i) the exigent circumstances requiring such actions to be undertaken or, in the case of emergency, what actions have been taken, (ii) any work to be performed and improvements to be made, including but not limited to the nature, scope and duration of such work and improvements, (iii) how such work and improvements are consistent with applicable legal requirements and other best management practices, and (iv) schedules and timelines for such actions, and provided further that once such circumstances no longer exist, Grantor(s) shall promptly remove any work or improvements so as to reasonably restore the Easement Area to the extent such work or improvements have frustrated the purposes for which this Grant of Easement is being granted, and provided further that the limitations of this Paragraph 9 shall not apply to the erection by the Grantor of fencing or signage pursuant to Paragraph 5. The Grantor(s) and Town shall have the right to enforce the terms, conditions and provisions hereof by an action at law and in equity brought in the Nantucket Superior Court of the Commonwealth of Massachusetts, and in no other courts or jurisdictions, but although the Nantucket Superior Court shall be the initial forum, nothing herein shall affect or diminish the Town's or Grantor(s)' rights to appeal any decision made by such Court. The Grantor(s) hereby agree(s) that no such action shall be commenced unless and until the Grantor(s) shall have given thirty days written notice to the Town, itemizing and detailing with particularity the alleged acts or omissions of the Town deemed to be in material violation of the terms, conditions and/or provisions hereof. In the event that the Town shall have substantially cured such material violations and has taken reasonable measures to assure that incurable violations shall be avoided in the future, no such actions shall be commenced. However, in no event shall the Town be liable for any monetary damages based upon a violation (material or otherwise) hereof.

10. The Grantee has represented to the undersigned Grantor(s) that the Town has taken or shall promptly take all lawful measures for the Town to accept this Grant of Easement on behalf of itself and the Grantee and to undertake the Maintenance Obligation provided for herein. Grantor(s) represent(s) that he/she/they are the rightful lawful owners of the Grantors' Land and the Easement Area and that he/she/they possess the legal authority to grant the rights in real property conveyed to Grantee under this Grant of Easement.

11. No term, covenant or provision of this Grant of Easement, nor the granting or acceptance hereof, shall be construed to be a waiver or release by Grantee or the Town of any right, title or interest it may hold relative to the Easement Area, any permanently submerged land, any coastal dune, any coastal bank or any other land affected by this Grant of Easement.

12. It is the intention of the parties that this Grant of Easement will be perpetual and permanent in duration. It is granted and accepted with the intent of integrating the Easement Area with the Coastal Conservation Land to further protect the unique, natural scenic and ecological features of the Coastal Conservation Land, and in furtherance of numerous public policies favoring public access and recreational and conservation use of shorelines and beaches on Nantucket. If for any reason this Grant of Easement shall be deemed an easement in gross or otherwise subject to sunset provisions or other principles requiring duration less than perpetual, the rights granted hereunder shall be deemed to be appurtenant to and to run with the Town's or the Land Bank's title to ocean-front land contiguous to the Easement Area, which land may be identified in Exhibit B, if any, attached hereto.

13. The Grantor(s) shall be absolved from liability claims arising from accidents or injuries occurring to users of the Easement Area in accordance with the provisions of Massachusetts General Law Chapter 21, Section 17C ("M.G.L. c. 21, § 17C"), or any revised or replacement statute that affords liability protection which is substantially similar to that now afforded by M.G.L. c. 21, § 17C. Grantor(s) may, in Grantor(s)' discretion, close the Easement Area to public use in the event the landowner liability protection afforded by M.G.L. c. 21, § 17C is repealed or altered in a manner which materially increases, in Grantor(s)' reasonable opinion, Grantor(s)' potential liability to public users of the Easement Area, and provided (a) no other statute or law affords Grantor(s), in Grantor(s)' counsel's reasonable opinion, liability protection which is substantially similar to that now afforded by M.G.L. c. 21, § 17C, or (b) Grantee elects not to provide reasonable insurance coverage or to otherwise hold Grantor harmless against potential liability to public users of the Easement Area, except for liabilities directly caused by or arising from Grantor(s)' gross negligence or willful misconduct. Upon the effective date of another statute or law affording Grantor(s), in Grantor(s)' counsel's reasonable opinion, with liability protection substantially similar to that now afforded by M.G.L. c. 21, § 17C, or Grantee agreeing to provide reasonable insurance coverage or to otherwise hold Grantor harmless against potential liability to public users of the Easement Area (except for liabilities directly caused by or arising from Grantor(s)' gross negligence or willful misconduct), then Grantor(s) shall promptly open for public use all portions of the Easement Area then closed to the public. The Town shall use reasonable efforts not to compromise in any way the liability protection now afforded to Grantor(s) by M.G.L. c. 21, § 17C or any revised or replacement statute that affords liability protection which is substantially similar to that now afforded by M.G.L. c. 21, § 17C.

14. The Grantor(s) and the Town shall not use the Easement Area in any manner detrimental to the Easement Area or inconsistent with the purposes of this Grant of Easement.

15. Any notices or deliveries required or permitted to be given to the Town pursuant to this instrument shall be in writing and delivered to the Board of Selectmen at Town and County Building, 16 Broad Street, Nantucket, Massachusetts 02554. Any notices or deliveries required or permitted to be given to Grantor(s) pursuant to this instrument shall be in writing and delivered to Alpine C. Bird, Trustee, at 2 River Drive, Annapolis, MD 21403. All such notices shall be delivered by registered or certified mail, postage prepaid and receipt required, or overnight express courier with receipt required. Either the Town or the Grantor(s) may change its address to which any notice is to be delivered by providing the other with reasonable notice of such new address in one of the manners specified above.

16. The undersigned Trustees of the Chandler Nantucket Realty Trust certify that:

a. we are the duly appointed and sole Trustees of such Trust and have full power and authority to act as Trustees of such Trust;

b. except for amendments heretofore appearing of record at the Registry as of the date hereof, the Trust has not been amended, altered, modified or terminated and remains in full force and effect as of the date hereof, which amendments have not resulted in any termination of such Trust;

c. pursuant to the Trust, we have the full power and authority to sell, exchange, or otherwise dispose of all or any part of the Trust's property, all as may be directed by the beneficiaries of the Trust;

d. we have been duly authorized by all the beneficiaries of said Trust, for the consideration stated above, to execute, seal and deliver this Grant of Easement and perform on behalf of the Trust such other agreements, certificates, documents, affidavits, and instruments which we deem necessary or appropriate to effectuate this Grant of Easement, such agreements, certificates, documents, affidavits, and instruments to be in such form and to contain such terms and conditions as we deem necessary or appropriate; and to take such other actions as we, in our sole discretion, deem necessary or advisable to implement the foregoing; and

e. no beneficiary of the Trust is a minor or incompetent nor a corporation selling substantially all of its Massachusetts assets.

[Remainder of Page Intentionally Blank. Signatures Follow on Next Page.]

EXECUTED under seal this 15 day of February, 2012.

FATIMA E. LEMUS
NOTARY PUBLIC
ANNE ARUNDEL COUNTY
MARYLAND
MY COMMISSION EXPIRES JULY 22, 2014

GRANTOR(S):
CHANDLER NANTUCKET REALTY TRUST

FATIMA E. LEMUS
NOTARY PUBLIC
ANNE ARUNDEL COUNTY
MARYLAND
MY COMMISSION EXPIRES JULY 22, 2014

Alpine C. Bird
Alpine C. Bird, as Trustee

Donald J. Bird
Donald J. Bird, as Trustee

State of Maryland
~~Prince Georges County, ss.~~
~~Anne Arundel~~

On this 15th day of February, 2012 before me, the undersigned notary public, personally appeared Alpine C. Bird, as Trustee of the Chandler Nantucket Realty Trust, proved to me through satisfactory evidence of identification, which was ☒ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person(s) whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as Trustee for said Trust.

Fatima Lemus

Notary Public

My commission expires: July 22, 2014

State of Maryland
~~Prince Georges County, ss.~~
~~Anne Arundel~~

On this 15th day of February, 2012 before me, the undersigned notary public, personally appeared Donald J. Bird, As Trustee of the Chandler Nantucket Realty Trust, proved to me through satisfactory evidence of identification, which was ☒ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person(s) whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Trustee for said Trust.

Fatima Lemus

Notary Public

My commission expires: July 22, 2014

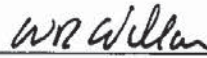
ACCEPTANCE BY THE TOWN OF NANTUCKET

The undersigned, constituting a majority of the Town of Nantucket Board of Selectmen, hereby acknowledge that at a meeting of the Board of Selectmen held on February 22, 2012, the forgoing Grant of Easement was accepted pursuant to the vote on Article 1 of the Town's Special Town Meeting held on Apr. 15, 2003 and Sections 2.1 and 3.3 of Chapter 289 of the 1996 Acts of the General Court, pursuant to which we have directed publication of notice regarding this acceptance.

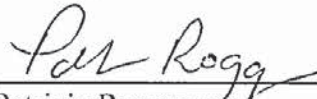
TOWN OF NANTUCKET
BY ITS BOARD OF SELECTMEN



Rick Atherton

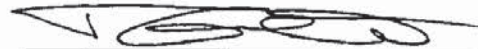


Whiting Willauer



Patricia Roggeveen

Michael Kopko

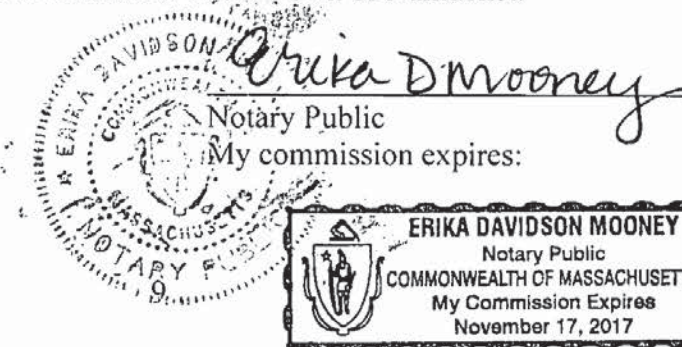


Robert DeCosta

Commonwealth of Massachusetts
Nantucket County, ss.

On this 22 day of February, 2012 before me, the undersigned notary public, personally appeared Rick Atherton, Whiting Willauer, Patricia Roggeveen, Michael Kopko and Robert DeCosta, as members of the Board of Selectmen of the Town of Nantucket, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as the free act and deed of the Board of Selectmen of the Town of Nantucket.

419872v.5/NANT/0129



NOBADEER AVE.

(PUBLIC)

MERIDIAN: PLAN No. 2011-44

N/F
ALFRED D. CHANDLER, JR. ET AL, TRS.
846/273
MAP 88 PLOT 53
(SEE DEATH CERTIFICATE 1244/119)

N/F
CHANDLER NANTUCKET
REALTY TRUST
931/162
MAP 88 PLOT 45

N/F
BERNARD CARREY
& VIRGINIA CARREY
CERT. 7230
MAP 88 PLOT 51

PARCEL 34B

PARCEL 35-1

PARCEL 36B-1 4,837.7 S.F.

S 05°28'15" W
316.73'

PARCEL 36C-1 4,946 S.F.

PARCEL 19B-1 4,888.9 S.F.

S 05°28'15" W
284.28'

DETAIL (NOT TO SCALE)

STEPS TO BEACH (TYP.)

FOOTPATH

FOOTPATH

TOP COASTAL BANK (12/22/2006)

BOTTOM OF COASTAL BANK (12/22/2006)

END OF 1975 TAKING
(DISCONTINUED)

TOP OF COASTAL DUNE (6/10/2011)

LIMITS OF COASTAL DUNE (6/10/2011)

N 86°59'19"E 202.22' (TIE)

EASEMENT AREA
25,585± S.F.TOWN OF NANTUCKET
MAP 88 PLOT 47N/F TOWN OF NANTUCKET
PARCEL OS-6 3,891± S.F.N 05°28'15" E
119.94'

WRACK LINE (6/10/2011)

MEAN HIGH WATER (12/22/2006)

S 86°20'17"W 202.58' (TIE)

204.3±

MEAN LOW WATER (12/22/2006)

ATLANTIC

OCEAN



GRAPHIC SCALE
1"=60'



EASEMENT PLAN IN SURFSIDE AREA
PREPARED FOR
THE TOWN OF NANTUCKET
IN
NANTUCKET, MA
SCALE: 1" = 60' DATE: FEBRUARY 20, 2012
NANTUCKET SURVEYORS LLC
5 WINDY WAY
NANTUCKET, MA. 02554
(508)-228-0240

DWG 10
NS 9941

MERIDIAN: PLAN No. 2011-44

NOBADEER AVE.

(PUBLIC)

NF
ALFRED D. CHANDLER, JR. ET AL, TRS.
846273
MAP 88 PLOT 53
(SEE DEATH CERTIFICATE 1244/119)

PARCEL 36C-1 4,946 S.F.

PARCEL 19B-1 4,888.9 S.F.
S 05°29'15" W 284.28'

NF
CHANDLER NANTUCKET
REALTY TRUST
931/162
MAP 88 PLOT 45

NF
THOMAS S.
MIDDLETON, ET AL
979/159
MAP 88 PLOT 44

TOP COASTAL BANK (12/22/2006)

BOTTOM OF COASTAL BANK (12/22/2006)

TOP OF COASTAL DUNE (6/10/2011)

N 89°53'21"E 100.48' (TIE)

100.5'±
LIMITS OF COASTAL DUNE (6/10/2011)

EASEMENT AREA
9,375± S.F.

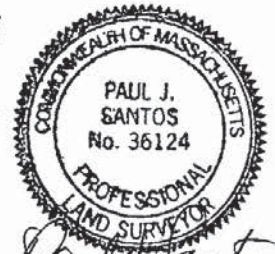
WRACK LINE (6/10/2011)

MEAN HIGH WATER (12/22/2006)

MEAN LOW WATER (12/22/2006)

105.0'±
S 78°00'37" W 104.84' (TIE)

ATLANTIC OCEAN



Paul J. Santos
2/20/12

NANTUCKET COUNTY Received & Entered
Attest: Jennifer H. Ferreira, Registrar of Deeds

EASEMENT PLAN IN SURFSIDE AREA
PREPARED FOR
THE TOWN OF NANTUCKET
IN

NANTUCKET, MA

SCALE: 1" = 60' DATE: FEBRUARY 20, 2012

NANTUCKET SURVEYORS LLC
5 WINDY WAY
NANTUCKET, MA. 02554
(508)-228-0240

GRAPHIC SCALE
1"=60'



DWG 10
NS 9941

Proposed
Baxter Road
“One Big Beach”
Easement
2015

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, WE,

Samuel Furrow and Ann Furrow, owner of 87 Baxter Road, Nantucket, Massachusetts, pursuant to a Deed recorded at the Nantucket Registry of Deeds at Book 839, Page 295,

Daniel L. Korengold, Trustee of the D&M Baxter Road Nominee Trust u/d/t dated July 30, 2012, owner of 91 Baxter Road, Nantucket, Massachusetts, pursuant to a Deed recorded at the Nantucket Registry of Deeds at Book 1352, Page 45,

Steven T. Freeman and Erin P. Freeman, owner of 93 Baxter Road, Nantucket, Massachusetts, pursuant to a Deed recorded at the Nantucket Registry of Deeds at Book 1069, Page 97,

Lawrence C. McQuade and Margaret O. McQuade, owner of 97 Baxter Road, Nantucket, Massachusetts, pursuant to Certificate of Title 17087 and a Deed registered at the Nantucket Registry District of the Land Court at Document No. 70117,

Ann B. Furrow, owner of 99 Baxter Road, Nantucket, Massachusetts, pursuant to Certificate of Title 20681 and a Deed registered at the Nantucket Registry District of the Land Court at Document No. 101480,

101 Baxter Road LLC, a Massachusetts limited liability company, owner of 101 Baxter Road, Nantucket, Massachusetts, pursuant to a Deed recorded at the Nantucket Registry of Deeds at Book 1427, Page 341, and

Marilee B. Matteson, owner of 105 Baxter Road, Nantucket, Massachusetts, pursuant to Certificate of Title 5889 and a Deed registered at the Nantucket Registry District of the Land Court at Document No. 11734, (collectively, the “Grantors”),

in consideration of One Dollar (\$1.00) paid and in further consideration of a grant of a License Agreement to the Siasconset Beach Preservation Fund, Inc. over Town – Owned Property shown as Assessor’s Parcel 48-8 in said Nantucket and for other agreements with the Town of Nantucket, do hereby GRANT to

the **Town of Nantucket**, a body politic of the Commonwealth of Massachusetts, having offices at 16 Broad Street, Nantucket, Massachusetts 02554, by and through its Board of Selectmen, (the “Grantee”), with QUITCLAIM COVENANTS, the following rights, title and interests:

1. A perpetual easement coextensive with and limited to the Easement Area of Grantor’s Lands. The terms “Easement Area” and “Grantor’s Land,” as well as other terms used in this Grant of Easement, are defined below in Paragraph 2. The scope of the affirmative perpetual easement herein granted is more fully defined, limited, and subject to the conditions and covenants set forth in the following paragraphs.

2. Definitions for the purposes of this Grant of Easement:

“Grantor’s Land” shall mean certain parcel of land situated in the Town and County of Nantucket, Massachusetts, at Baxter Road, being described in deeds and Certificates of Title to individual owners as set forth on Exhibit A attached hereto.

“coastal bank” shall mean the seaward face or side of any elevated landform, other than a coastal dune, which lies at the landward edge of a coastal beach, land subject to tidal action, or other wetland.

“coastal dune” shall mean any natural hill, mound or ridge of sediment landward of a coastal beach deposited by wind action or storm overwash, including without limitation vegetated areas of American beach grass or other natural beach plants serving to build dunes in dune fields between the landward edge of unvegetated sand and the seaward face or side of the coastal bank. Coastal dune also means sediment deposited by artificial means including coastal engineering structures and supplemental and serving the purpose of storm damage prevention or flood control.

“Easement Area” shall mean that part or portion of Grantor’s Land lying inland of the mean low water line up to and including: (i) the point of the bottom of the coastal bank, or (ii) any coastal dunes, which is the area between the bottom of the bank and the top of the bank, as shown on the afore-referenced plan, to the point where such coastal dunes terminate and the remainder of Grantor’s Land begins, as the case may be, and as the mean low water line, the coastal bank and the coastal dunes may exist from time to time. To the extent that erosion, accretion, drifting sand, avulsion or other natural phenomena and the presence of coastal engineering structures erected on the beach alter the mean low water line, the coastal bank or the coastal dune, the Easement Area shall be deemed correspondingly altered for purposes of this Grant of Easement. The Easement Area is shown as “Beach Easement” on a plan of land entitled “_____” and is attached hereto and filed herewith. The Beach Easement contains a total of _____ square feet, more or less, according to said Plan.

“Coastal Conservation Land” shall mean that ocean-front land, contiguous to Grantor’s Land, now or hereafter owned by the Town or by the Nantucket Islands Land Bank, a government body established for the purpose of land conservation (see, Chapter 669 of the Massachusetts Acts of 1983, as amended), and held for the purpose of preserving the unique natural littoral environment of Nantucket for enjoyment by the general public, and for protecting the scenic and ecological character of the Nantucket shore.

“Commercial Activities” shall mean any activity or event where money is paid to an individual or business entity for services rendered within the Easement Area. By way of illustration only and without limitation, the erection or use of any permanent or temporary structure, kiosk, dock, mooring, stand, cart, sign for advertisement, or other real or personal property, fixtures, or equipment primarily for the purpose of, or incidental or accessory thereto, manufacturing, selling, leasing or otherwise providing from that specific structure or arising from such use any property, good, product or service.

“conservation” and “recreation,” and all derivations therefrom, shall have the general meanings and uses given to those terms by Internal Revenue Code, Section 170(h), and the regulations promulgated thereunder.

“mean high water line” shall mean the line where the arithmetic mean of the high water heights observed over a specific 19-year metonic cycle (the National Tidal Datum Epoch) meets the shore and shall be determined using hydrographic survey data of the National Ocean Survey of the U.S. Department of Commerce.

“mean low water line” shall mean the line where the arithmetic mean of the low water heights observed over a specific 19-year metonic cycle (the National Tidal Datum Epoch) meets the shore and shall be determined using hydrographic survey data of the National Ocean Survey of the U.S. Department of Commerce.

“intertidal areas” shall mean the area upland of the mean low water line and seaward of the mean high water line, subject to tidal action.

“Maintenance Obligation” shall mean the ongoing and continuous obligation and duty to adequately patrol, maintain and police (that is, supervise, clean, and maintain order, but not to be required to provide regular patrolling by law enforcement officers) environmental resources in accordance with the Nantucket Beach Management Plan as the same may be amended from time to time and State and local law, and periodically to inspect the Easement Area.

3. The Grantee and the general public shall have the right to enter upon and use the Easement Area exclusively for conservation and recreational purposes for which beaches are used on Nantucket (with the exception of the vehicular uses that are provided in paragraph 4), but not Commercial Activities. These purposes and uses include, by way of illustration and without limitation, educational uses, swimming, fishing, surfboarding, snorkeling, sunbathing, strolling, walking, hiking, wildlife observation, picnicking, scenic viewing, normal and usual beach recreational activities and games, and other similar or appropriate and reasonable recreational outdoor activities and uses as the Grantee, shall determine from time to time, provided the said similar uses shall have been approved in writing by the Board of Selectmen of the Town of Nantucket and notice of such approval is duly published in a newspaper of general circulation in the Town of Nantucket. The Grantee shall regulate the hours and the scope and nature of the permitted uses and activities in accordance with the Grantee’s standard beach-management practices in effect for the beaches of Nantucket as found in the Town of Nantucket Beach Management Plan, as adopted by the Nantucket Board of Selectman June 1, 2005 and “Regulations for the Use of Town-Owned Beaches”, said regulations effective August 1, 2003 as amended August 4, 2004 as may be amended from time to time, and further the Grantee may grant special permits, from time to time, with the prior written approval from the Grantor, for such other uses and activities and for extended hours, from time to time, as may be provided for by such duly adopted rules, regulations and/or bylaws. In adopting such rules, regulations and/or bylaws, and in issuing special permits pursuant thereto, the Grantee (together with any applicable departments or other divisions, boards, bodies, agencies, officials or agents of the Town) shall use reasonable efforts to minimize reasonably foreseeable adverse effects of such rules, regulations and/or bylaws and permits proposed to be issued upon the reasonable peaceful enjoyment of the Grantor’s Land lying outside the Easement Area and upon the Easement Area. In no event shall the Town authorize, and the Town shall use reasonable efforts to prohibit, any Commercial Activities within the Easement Area. Notwithstanding the foregoing, no member of the general public shall have any right to enter upon, travel over or use those portions of the Easement Area consisting of coastal dunes except with the prior written consent of Grantor or

Grantor's heirs, executors, administrators, legal representatives, successors and/or assigns. Notwithstanding the foregoing, the Town shall have the right to enter upon, travel over or otherwise use those portions of the Easement Area consisting of coastal dunes as necessary to perform its Maintenance Obligation.

4. Notwithstanding the uses and activities set forth in paragraph 3 above, the Grantee shall not allow access and use of recreational vehicles in the Easement Area except as provided for herein below, but in no event shall such vehicular use be allowed in, on or over the dunes and dune fields or other environmentally sensitive areas as reasonably identified by the Grantee, and all such vehicular access shall be limited solely to those areas expressly designated and authorized by the Grantee. Vehicular access and use shall be prohibited subject to such rules, regulations and bylaws previously adopted by the Grantee and now existing or hereafter adopted by the Grantee. The foregoing sentences shall not limit the official use of vehicles of the Town, its agencies or other governmental entities.

5. Notwithstanding the provisions of paragraphs 3 and 4 above, all movable or fixed structures and signage indicating the limits except the coastal engineering structure in its location in the Easement Area as of this date and any future coastal engineering structures which are permitted by the applicable boards, agencies in accordance with any state, federal or local laws or by-laws and/or access to the Easement Area shall be prohibited throughout the Easement Area, and except wooden steps to ascend and descend the coastal bank, if needed to access the coastal engineering structures and Grantor and/or Grantee may erect or maintain fencing, signage or the like along the seaward edge of the coastal bank as may reasonably be warranted to protect the coastal bank and coastal dune or any species listed by any applicable state or federal law or regulation as endangered or threatened so as to advance the conservation purposes for which this Easement is being granted, without unreasonably frustrating the recreational purposes of this Easement. If any structure(s) mandated under applicable state or federal law or regulation frustrate the purposes for which this Grant of Easement is being granted, such structures may be maintained only for as long as is legally required and the party that caused such structure(s) to be placed on the Easement Area shall be responsible for and shall remove such structures(s) within a reasonable period after such time.

6. In addition to any other duties and obligations, the Town shall have the ongoing and continuous obligation and duty to fulfill its Maintenance Obligation and to reasonably ensure that persons granted access pursuant to this easement fully comply with Massachusetts, local and federal laws protecting coastal areas and the use of this beach. Any member(s) of the public who violate(s) the duly adopted rules, regulations and/or bylaws or who refuse to cease and desist from any proscribed conduct, acts or omissions to do or perform anything required to conform to the same may be cited in accordance with said rules, regulations and/or bylaws. The Town may remove from the Easement Area any individual who violates any said rule, regulation and/or bylaw. Further, when issuing any permits pursuant to such rules, regulations and/or bylaws, the Town shall impose such reasonable conditions and restrictions that may be reasonably necessary to assure the Grantor the reasonable peaceful enjoyment of Grantor's Land lying outside the Easement Area.

7. This Grant of Easement shall be binding upon and inure to the benefit of the Grantor(s) and his/her/their heirs, executors, administrators, legal representatives, successors and assigns

and this Grant of Easement shall be binding upon and inure to the benefit of the Grantee, and the Town and its successors and assigns. The Town's successors and assigns shall be entities eligible to hold qualified conservation restrictions under applicable federal tax law.

8. This Grant of Easement shall be subject to and interpreted pursuant to the laws of the Commonwealth of Massachusetts, and, to the extent applicable to shorefront property, also subject to the laws of the United States of America.

9. Rights retained by the Grantor(s) in and to the Easement Area shall be inferior and incidental to the conservation and recreational use of the Easement Area provided for here, and shall be valid to the extent consistent with this Grant of Easement, and only if exercised so as not to impair the conservation and recreational rights and interests conveyed to the Town hereunder. Said granted and retained rights shall exclude the right to physically alter the Easement Area, by any manual or mechanical means, in any way that would diminish the conservation and recreational purposes of this Grant of Easement. This provision shall not restrict the installation, maintenance, or mitigation of erosion protection measures. The Grantor(s) and the Town shall have the right to enforce the terms, conditions and provisions hereof by an action in equity brought in the Nantucket Superior Court of the Commonwealth of Massachusetts, and in no other courts or jurisdictions, but although the Nantucket Superior Court shall be the initial forum, nothing herein shall affect or diminish the Town's or Grantor's rights to appeal any decision made by such Court. The Grantor hereby agrees that no such action shall be commenced unless and until the Grantor shall have given thirty (30) days written notice to the Town, itemizing and detailing with particularity the alleged acts or omissions of the Town deemed to be in material violation of the terms, conditions and/or provisions hereof. In the event that the Town shall have substantially cured such material violations and has taken reasonable measures to assure that uncurable violations shall be avoided in the future, no such actions shall be commenced. However, in no event shall the Town be liable for any monetary damages based upon a violation (material or otherwise) hereof.

10. The Grantee has represented to the undersigned Grantor(s) that the Town has taken or shall promptly take all lawful measures for the Town to accept this Grant of Easement on behalf of itself and the Grantee and to undertake the Maintenance Obligation provided for herein. Grantor represents that he is the rightful lawful owner of the Grantor's Land and the Easement Area and that he possesses the legal authority to grant the rights in real property conveyed to Grantee under this Grant of Easement.

11. No term, covenant or provision of this Grant of Easement, nor the granting or acceptance hereof, shall be construed to be a waiver or release by Grantee or the Town of any right, title or interest it may hold relative to the Easement Area, any permanently submerged land, any coastal dune, any coastal bank or any other land affected by this Grant of Easement.

12. The Grantor shall be absolved from liability claims arising from accidents or injuries occurring to users of the Easement Area in accordance with the provisions of M.G.L. c 21, §17C or any revised or replacement statute that affords liability protection which is substantially similar to that now afforded by M.G.L. c. 21, §17C. Grantor may, in Grantor's discretion, close the Easement Area to public use in the event the landowner liability protection afforded in

M.G.L. c. 21, §17C is repealed or altered in a manner which materially increases, in Grantor's reasonable opinion, Grantor's potential liability to public users of the Easement Area, and provided (a) no other statute or law affords Grantor, liability protection which is substantially similar to that now afforded by M.G.L. c. 21, §17C; or (b) Grantee elects not to provide reasonable insurance coverage or otherwise agrees to hold Grantor harmless against potential liability to public users of the Easement Area, except for liabilities directly caused by or arising from Grantor's gross negligence or willful misconduct. Upon the effective date of another statute or law affording to Grantor, in Grantor's counsel's reasonable opinion, with liability protection substantially similar to that now afforded by M.G.L. c. 21, §17C, or Grantee agreeing to provide reasonable insurance coverage or to otherwise hold Grantor harmless against potential liability to public users of the Easement Area (except for liabilities directly caused by or arising from Grantor's gross negligence or willful misconduct), then Grantor shall promptly open for public use all portions of the Easement Area then closed to the public. The Town shall use reasonable efforts not to compromise in any way the liability protection now afforded to Grantor by M.G.L. c. 21, §17C or any revised or replacement statute that affords liability protection which is substantially similar to that now afforded by M.G.L. c. 21, §17C.

13. Grantor and the Town shall not use the Easement Area in any manner detrimental to the Easement Area or inconsistent with the purpose of this Grant of Easement, which includes the conservation and recreational use of the Easement Area, subject to the installation, maintenance, and mitigation of erosion protection measures.

14. Any notices or deliveries required or permitted to be given to the Town pursuant to this instrument shall be in writing and delivered to the Board of Selectmen at Town and County Building, 16 Broad Street, Nantucket, Massachusetts 02554. Any notices or deliveries required or permitted to be given to Grantor pursuant to this instrument shall be in writing and delivered to Grantor at _____.

All such notices shall be delivered by registered or certified mail, postage prepaid and receipt required, or overnight express courier with receipt required. Either the Town or the Grantor may change its address to which any notice is to be delivered by providing the other with reasonable notice of such new address in one of the manners specified above.

[Signatures Follow On Next Page]

In witness whereof, the undersigned Grantor, intending to be legally bound hereby, has affixed their hand and seal this _____ day of _____, 2015.

GRANTOR:

Owner of 87 Baxter Road

Samuel Furrow

Ann Furrow

Count of _____, ss STATE OF _____

On this _____ day of _____, 2015 before me, the undersigned notary public, personally appeared Samuel Furrow and Ann Furrow, proved to me through satisfactory evidence of identification, which as _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public
My commission expires:

I hereby certify that: (a) I am the sole Trustee of D&M Baxter Road Nominee Trust u/d/t July 30, 2012, (b) said Trust has not been amended or revoked and has not been terminated; (c) that no beneficiary of said Trust is a minor, under any incapacity, or a corporation or limited liability company that has elected to be taxed as a corporation; and (d) that I have been authorized and directed by all of the beneficiaries of said Trust to execute, acknowledge, and deliver the within Easement.

In witness whereof, the undersigned Grantor, intending to be legally bound hereby, has affixed his hand and seal this _____ day of _____, 2015.

GRANTOR:

Owner of 91 Baxter Road

Daniel L. Korengold, Trustee of
D&M Baxter Road Nominee Trust

Count of _____, ss STATE OF _____

On this _____ day of _____, 2015 before me, the undersigned notary public, personally appeared Daniel L. Korengold as Trustee, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My commission expires:

In witness whereof, the undersigned Grantor, intending to be legally bound hereby, has affixed their hand and seal this _____ day of _____, 2015.

GRANTOR:

Owner of 93 Baxter Road

Steven T. Freeman

Erin P. Freeman

STATE OF _____

County of _____, ss

On this _____ day of _____, 2015 before me, the undersigned notary public, personally appeared Steven T. Freeman and Erin P. Freeman, proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public

My commission expires:

In witness whereof, the undersigned Grantor, intending to be legally bound hereby, has affixed their hand and seal this _____ day of _____, 2015.

GRANTOR:

Owners of 97 Baxter Road

Lawrence C. McQuade

Margaret O. McQuade

STATE OF _____

County of _____, ss

On this _____ day of _____, 2015 before me, the undersigned notary public, personally appeared Lawrence C. McQuade and Margaret O. McQuade, proved to me through satisfactory evidence of identification, which as _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public

My commission expires:

In witness whereof, the undersigned Grantor, intending to be legally bound hereby, has affixed her hand and seal this _____ day of _____, 2015.

GRANTOR:

Owner of 99 Baxter Road

Ann B. Furrow

STATE OF _____

County of _____, ss

On this _____ day of _____, 2015 before me, the undersigned notary public, personally appeared Ann B. Furrow, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public

My commission expires:

In witness whereof, the undersigned Grantor, intending to be legally bound hereby, has affixed his/her hand and seal this _____ day of _____, 2015.

GRANTOR:

Owner of 101 Baxter Road

101 Baxter Road LLC, by:

Print: _____

Signed as Manager/Authorized Signatory

STATE OF

County of _____, ss

On this _____ day of _____, 2015 before me, the undersigned notary public, personally appeared _____, as Manager/Authorized Signatory, proved to me through satisfactory evidence of identification, which as _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My commission expires:

In witness whereof, the undersigned Grantor, intending to be legally bound hereby, has affixed their hand and seal this _____ day of _____, 2015.

GRANTOR:

Owner of 105 Baxter Road

Marliee B. Matteson

COMMONWEALTH OF MASSACHUSETTS

, ss

On this _____ day of _____, 2015 before me, the undersigned notary public, personally appeared Marliee B. Matteson, proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My commission expires:

ACCEPTANCE BY THE TOWN OF NANTUCKET

The undersigned, constituting a majority of the Town of Nantucket Board of Selectmen, hereby acknowledge that at a meeting of the Board of Selectmen held on _____, the forgoing Grant of Easement was accepted pursuant to the authority of Article ____ of the Annual Town Meeting held _____, and Section 3.3 of Chapter 289 of the 1996 Acts of the General Court, pursuant to which we have directed publication of notice regarding this acceptance.

TOWN OF NANTUCKET

By its Board of Selectmen

Robert DeCosta

Rick Atherton

Dawn Hill Holdgate

Matthew G. Fee

Tobias B. Glidden

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this _____ day of _____, 2015 before me, the undersigned notary public personally appeared, _____ as member(s) of the Board of Selectmen of the Town of Nantucket, and proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose as the free act and deed of the Board of Selectmen of the Town of Nantucket.

Notary Public

My Commission Expires: